

BB

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS**

OLYMPIC WHOLESALE PRODUCE, INC.
an Illinois corporation,

Plaintiff,

v.

TRI-COUNTY PRODUCE, INC., and
DAVID MARANO, ANGELO MARANO and
PATRICIA MARANO individually,

Defendants.

) Case No. 08 -

) *CV 3813*
) Judge Gottschall

) Magistrate Judge Denlow

FILED
JUL 17 2008
JUL 17 2008
JOAN B. GOTTSCHALL
United States District Court

**PLAINTIFF'S MEMORANDUM OF LAW IN SUPPORT OF
REQUESTS FOR INJUNCTIVE RELIEF**

I. INTRODUCTION

Olympic Wholesale Produce, Inc. ("Plaintiff") is currently filing an action to recover \$25,893.78 for perishable agricultural commodities ("Produce") and sums in connection with the Produce transactions, sold to defendants Tri-County Produce, Inc., ("Company"), David Marano ("David"), Angelo Marano ("Angelo") and Patricia Marano ("Patricia"), each in their individual capacities (David, Angelo, and Patricia are collectively referred to as "Principals") (Company and Principals are collectively referred to as "Defendants"). Count I seeks enforcement of the trust imposed on the Defendants' assets under the Perishable Agricultural Commodities Act, 7 U.S.C. §499e(c) ("PACA"). Plaintiff alleges the Defendants have dissipated, and are continuing to dissipate, Plaintiff's interest in the express statutory trust imposed under the PACA. Additionally, in Count II, Plaintiff seeks damages for the Company's breach of contract for amounts due Plaintiff. In Count III, Plaintiff seeks recovery against the Principals for breach of their fiduciary duties as trustees of the PACA trust.

The Defendants' dissipation of Plaintiff's trust assets is wrongful and against Plaintiff's trust rights. PACA requires a produce debtor in the Defendants' position to maintain sufficient assets at

all times to satisfy the claims of the qualified PACA trust beneficiaries such as the Plaintiff here. Accordingly, Plaintiff's action seeks the entry of a Temporary Restraining Order ("TRO") to prevent the Defendants from further dissipating the PACA trust. For the same reasons stated in its TRO Application, the Plaintiff respectfully requests the Court to extend the terms and provisions of the proposed TRO in the form of a Preliminary Injunction until such time as the Court is available to hear its cause on the merits. If the Defendants are not restrained from dissipating the PACA trust, the assets will be lost to Plaintiff and Plaintiff will thereby suffer the exact irreparable harm that PACA as a remedial statute was designed and enacted to prevent.

II. STATEMENT OF FACTS

Plaintiff is a seller of wholesale quantities of Produce. The Plaintiff sold Produce to the Company, the Company accepted shipments of Produce having a current value of \$25,893.78 plus additional interest and collection costs, including attorneys' fees, and the Plaintiff properly preserved its PACA trust rights. Despite repeated demands, the Defendants have not paid Plaintiff the balance due on its PACA trust claims and the current sum of \$25,893.78, plus additional interest remains due and owing. See Affidavit of Nick Doumouras, attached as Exhibit 1; see also, the Complaint filed in this case, Docket No. 1. The Company operated under a valid PACA license. See printout from United States Department of Agricultural Website, attached as Exhibit 2. The Defendants are unable to pay which appears to be caused by the Company's severe financial distress and the dissipated condition of the PACA trust *res.*, Exhibit 1, ¶¶12-16. The Defendants have or are intending to close down the business. Exhibit 1, ¶¶12-16.

Defendants' obvious failure to maintain the PACA trust assets so that they are freely available to pay trust beneficiaries will effectively prevent the Defendants from satisfying the balances owed to

the Plaintiff or any other equally-situated trust beneficiaries. Rather than allocating the PACA trust assets to their only rightful purpose, payment of claims of PACA trust beneficiaries such as the Plaintiff, Defendants have, by their own admission, diverted these trust assets to other uses in clear violation of their duties as statutory trustees under PACA.

III. SUMMARY OF THE PERISHABLE AGRICULTURAL COMMODITIES ACT

Congress enacted PACA in 1930 to provide a comprehensive scheme for the regulation of traders of fresh fruit and vegetables. "It provides a code of fair play ... an aid to agricultural traders in enforcing his contracts." 49 Fed. Reg. at 45737. PACA requires produce buyers to make "full payment promptly" for any produce they purchase. 7 U.S.C. § 499b(4). PACA protects suppliers of produce by giving rise to civil liabilities in favor of the unpaid seller against buyers who fail to make full payment promptly. 7 U.S.C. § 499e(a); In re Carpenito Bros., 46 Agric. Dec. 486 (1987), aff'd 851 F.2d 1500 (D.C. Cir. 1988). The Third Circuit provided a discussion of the history and purpose of the PACA in Tanimura & Antle, Inc. v. Packed Fresh Produce, Inc., 222 F.3d 132 (3rd Cir. 2000). An unpaid seller loses the benefit of the trust unless it serves written notice of its intent to preserve trust benefits with the produce buyer within 30 days after payment becomes past due. 7 U.S.C. § 499e(c)(3) (as amended).

In 1984, Congress determined that the increase in nonpayment and delinquent payment by produce buyers threatened the financial stability of the produce industry. Congress recognized that under the prevailing law "sellers of fresh fruits and vegetables [were] unsecured creditors and receive[d] little protection in any suit for recovery of damages where a buyer ha[d] failed to make payment required by the contract." H. R. Rep. No. 543, 98th Cong. 1 St. Sess. (1983), reprinted in 1984 U.S. Code Cong. & Admin. News, 405, 407. In response, Congress amended the PACA in

1984 to provide further protection to sellers of produce and to establish an express, non-segregated "floating" statutory trust in which a produce buyer, as trustee, holds its produce-related assets in trust as a fiduciary until full payment is made to the unpaid seller/trust beneficiary. 7 U.S.C. § 499e(c); Tanimura, 222 F.3d at 136.

The PACA trust commences by operation of law upon delivery of the Produce and continues until full payment for the Produce has been made. 7 C.F.R. § 46.46(d)(1), 7 U.S.C. § 499e(c)(2); Tanimura, 222 F.3d at 136; In Re Atlantic Tropical Market Corp., 118 B.R. 139, 141 (Bankr. S.D. Fla. 1990). Once delivery of the Produce has occurred, failure of the buyer (as trustee) to maintain trust assets sufficient to make full payment promptly to the trust beneficiaries is unlawful. 7 U.S.C. § 499b(4). The trust provisions of the PACA are similar to, and based upon, the trust provisions of the Packers and Stockyards Act, 7 U.S.C. §§ 181-229 (1980) (the "PSA"). The trust provisions of both Acts are interpreted similarly, and the courts have looked to the PSA for guidance in interpreting the PACA. See In re Fresh Approach, Inc., 48 B.R. 926, 931 (Bankr. N.D. Tex. 1985).

The principal benefit of the trust for a Produce seller is that when a buyer fails to pay or becomes insolvent, the seller is placed first in line among creditors to receive the trust *res* which consists of all assets of the debtor unless and until the debtor proves a particular asset was acquired with something other than the proceeds of the debtor's dealings in Produce. Coosemans Specialties, Inc. v. Gargiulo, 485 F.3d 701 (2d Cir. 2007); Frio Ice S.A. v. Sunfruit, Inc., 918 F.2d 154, 156 (11th Cir. 1990). The PACA trust *res* serves as a fund from which unpaid Produce sellers can be assured payment. By operation of trust law, while a buyer of Produce has legal title to the PACA trust *res*, equitable title remains with the Produce sellers.

The establishment of the trust is assumed upon the buyer's receipt of Produce and exists continuously throughout the life of the buyer's business until the sellers are paid in full. Any assets purchased while the trust is in existence will be assumed to be purchased with trust assets and will, therefore, become part of the trust fund assets available to satisfy the claims of the qualified unpaid sellers. Atlantic Tropical Market, supra, at 142. When trust assets are commingled with funds not subject to the trust, the trust is impressed upon the entire commingled fund for the benefit of the trust beneficiaries. In re Gotham Provision Co., 669 F.2d 1000 (5th Cir. 1982). PACA was designed to ensure that a produce buyer's secured lender and other third parties do not receive and retain proceeds from the sale of Produce when the debtor's Produce suppliers have not been paid. The United States Dept. of Agriculture recognized that Congress intended unpaid sellers to recover trust assets that are transferred to third parties including secured lenders. 49 Fed. Reg. 45736 (Nov. 20, 1984); see 44 U.S.C. § 1507.

The debtor has the burden to trace the assets in the trust fund and to prove the assets are not part of the PACA trust. Strube Celery & Vegetable Co. v. Zois, (In re Zois), 201 B.R. 501 (Bankr. D. Ill. 1996). The court in Sanzone-Palmisano Co. v. Seaman Enterprises, 986 F.2d 1010 (6th Cir. 1993) provides a more detailed discussion on the issue of tracing and the policy reasons for placing the burden on the debtor-purchaser. Id. at 1013. The Court recognized:

that in most cases it will be virtually impossible for a PACA debtor to trace the origin of the disputed assets... [However, w]e believe that this is the outcome that Congress intended.

Id. at 1014 (emphasis added). After finding the supplier had established the validity of its PACA trust interest, the Sixth Circuit stated the burden on remand to the district court will be on the debtor to:

prove which seized assets were not purchased with funds from the sale of produce. All of the seized assets that cannot be traced to a non-trust source are part of the trust res and are subject to [supplier's] trust claim.

Id. at 1014 (emphasis added).

The Produce buyer is required to maintain trust assets so that such assets are freely available to satisfy all outstanding obligations to sellers of produce. 7 C.F.R. § 46.46(e). *Any act or omission which is inconsistent with the buyer's responsibility to maintain trust assets, including any act which results in the diversion of trust assets or which prejudices the ability of unpaid sellers to recover money owed, is unlawful.* 7 U.S.C. § 499(b)(4) (emphasis added). The officers of a corporation responsible for its financial dealings are personally liable to PACA trust creditors for any dissipation of a Plaintiff's PACA trust assets by virtue of their directing the corporate trustee to breach its fiduciary duties. Coosemans, 485 F.3d 701; Sunkist Growers, Inc. v. Fisher, 104 F.3d 280, 283 (9th Cir. 1997) (agreeing with prior district court decisions, the 9th Cir. stated: "individual shareholders, officers, or directors of a corporation who are in a position to control PACA trust assets, and who breach their fiduciary duty to preserve those assets, may be held personally liable under the Act.").

IV. JURISDICTION

Injunctive relief is necessary and proper under the PACA to prevent the dissipation of a seller's interest in PACA trust assets, and the District Courts have jurisdiction to entertain injunctive actions by both private PACA trust creditors and the USDA. Tanimura, 222 F.3d at 138. Injunctive relief is necessary to preserve the status quo for the protection of the produce sellers. DeBruyn Produce Co. v. Olympia Produce Co., 734 F. Supp. 483 (D. Ga. 1989). Preventing dissipation of the trust is a key purpose of the PACA. Preventing transfer of trust assets often may be the only means by which a Federal Court can prevent dissipation of the trust. Injunctive relief is proper where

dissipation has occurred or is on-going. Tanimura, 222 F.3d at 140. Upon a showing the trust is being dissipated or threatened with dissipation, a District Court should require the maintenance of trust assets. Frio Ice, 918 F.2d at 159.

V. ARGUMENT

Plaintiff's Motions for a Temporary Restraining Order and Issuance of a Preliminary Injunction should be granted with Orders providing as follows:

1. Restraining the Defendants from further violating the provisions of the PACA through dissipation;
2. Restraining the Defendants, Principals, agents, banking institutions, other financial institutions, or any entity acting on behalf of, or in concert with, the Defendants from using, consuming, transferring, alienating or otherwise impair the liquidity of the PACA trust assets and other business assets until further Order or until the Defendants pay Plaintiff the sum of \$25,893.78 by certified or cashier's check, and;
3. If the Defendants fail to make payment in full to Plaintiff within three (3) business days of entry of the Temporary Restraining Order, the Defendants are ordered to tender a detailed accounting of all its accounts receivable, accounts payable, inventory, equipment and other assets by a date certain to the Court and to Plaintiff's counsel for a determination of the extent of the dissipation.

A significant body of caselaw supports Plaintiff's entitlement to an immediate injunction to restrain any further dissipation of trust assets when the produce supplier is not paid. Strube Celery & Vegetable Co., et al. v. Global Foods, LLC, et al., 2006 U.S. Dist. LEXIA 78330 (S.D. of Ind., 2006); Frio Ice, 918 F. 2d at 159 ("[u]pon a showing that the trust is being dissipated or threatened with dissipation, a district court should require the PACA debtor to escrow its proceeds from produce sales, identify its receivables, and inventory its assets."); Accord Dole Fresh Fruit Co. v. United Banana Co., 821 F.2d 106 (2d Cir. 1987); In re Richmond Produce Co., Inc., 112 B.R. 364, 367 (Bankr. N.D. Cal. 1990). Additionally, courts in this District previously granted temporary

restraining orders in other PACA cases. For example, PACA related temporary restraining orders have been granted in La Galera Produce, LLC v. Emilio's Produce, Inc., et al., Case No. 07-C-1194; La Merced Produce, LLC, v. Delray Farms, LLC, et al., Case No. 07-C-0392, La Galera Produce LLC v. Joliet Fruit Ranch, Inc., et al., Case No. 07-C-1062, and City Wide Produce Distributors, Inc. v. Sunshine Valley, Inc., et al., Case No. 07-C-3364. Copies of all these temporary restraining orders are attached hereto as Group Exhibit 3.

The Seventh Circuit has granted injunctive relief when the Plaintiff demonstrates (1) a reasonable likelihood it will prevail on the merits; (2) it will suffer irreparable harm if the relief is not granted; (3) the threatened injury outweighs the harm to Defendants if the injunction is not granted; and (4) the injunction is not against public interest. Strube, 2006 LEXIS 78330. Plaintiff will demonstrate the satisfaction of each condition for temporary and permanent injunctive relief.

1. LIKELIHOOD OF SUCCESS ON THE MERITS

The Affidavit submitted from the Plaintiff as Exhibit 1 demonstrates the Plaintiff properly preserved its trust claim by affixing the required notice language on the face of its invoices. See 7 U.S.C. § 499e(c)(4). As a case based almost exclusively on written documents, which have been properly authenticated, and because the Defendants has no defenses to these claims under PACA, the Plaintiff will almost certainly prevail at any hearing on the merits of its claims.

2. IRREPARABLE INJURY

In cases interpreting the rights of PACA creditors, courts in other jurisdictions have recognized that without injunctive relief, a plaintiff faced with a financially unstable or insolvent debtor will not receive either the trust assets or the proceeds of such assets. Because it is almost impossible to recover once trust assets have been dissipated, the dissipation is irreparable harm.

Strube, 2006 LEXIS 78330. See Gullo Produce, 751 F. Supp. at 67. Tanimura, 222 F.3d at 140; See also Frio Ice, 918 F.2d at 159 ("[t]he legislative history [of the PACA] noted that once the trust is dissipated it is almost impossible for the beneficiary to obtain recovery"). A moving party must show either actual dissipation or the threat of dissipation of the PACA trust in order to obtain injunctive relief and a segregation of the trust proceeds. Frio Ice, 918 F.2d at 159, n.8. In this instance, the Defendants demonstrated that the trust was dissipated because Defendants did not have sufficient funds to pay for the trust assets received by failing to pay the invoices as the invoices came due and when Defendants admitted that they did not have money to pay Plaintiff. Defendants further dissipated the trust when they closed their doors. By paying non-PACA creditors instead of PACA trust beneficiaries like Plaintiff, Defendants showed that they do not acknowledge the absolute priority of trust beneficiaries. This clearly establishes *both* actual dissipation and a clear threat of further dissipation.

Injunctive relief will prevent the Defendants from further dissipation of the PACA trust, prevent third party purchasers from terminating the Plaintiff's trust rights and require the Defendants to return the trust to a fully funded level sufficient to satisfy the claims of qualified beneficial interests in full. To date, the Defendants demonstrated trust dissipation by failing to pay Plaintiff and handing the assets over to a non-PACA creditor where the assets are not freely available to pay Produce suppliers as required by the PACA statute. If the Defendants regain possession of the trust assets, the trust assets may be dissipated by Defendants once again handing the assets over to entities other than the rightful owners of the PACA trust's beneficial interests and by failing to make the trust assets readily available to make "full payment promptly" to Plaintiff as required. Because Congress specifically recognized the virtual impossibility of recovering PACA trust assets once they have been

dissipated or transferred to third parties who may have "BFP" status, the loss to Plaintiff and other trust creditors is irreparable.

3. BALANCING OF HARM

The Defendants simply cannot be harmed by the issuance of an injunction because the relief Plaintiff seeks merely to force the Defendants to comply with the law. It will also require the Defendants to satisfy their pre-existing obligations under PACA, that is, to preserve the PACA trust assets for the benefit of PACA beneficiaries and make "full payment promptly" on all Produce related invoices. On the other hand, the risk of harm to Plaintiff is great if the Defendants are allowed to further dissipate trust assets and disburse them to non-trust creditors. As stated above, previous experience has borne out the fact that once the PACA trust assets are dissipated, Plaintiff is extremely unlikely to recover any portion of its beneficial interest in the trust - a result clearly at odds with the express purpose of PACA, a remedial Federal statute. Thus, the issuance of a TRO will merely ensure the Defendants do not continue to violate the law.

4. PUBLIC INTEREST

The strong preference for the plight of PACA trust creditors which Congress expressed in the 1984 trust amendments to the PACA clearly illuminates the public interest at stake in this case. In the text of the statute itself, Congress made this point very clear where it stated:

This subsection [the PACA trust provision] is intended to remedy such burden on commerce in perishable agricultural commodities and to protect the public interest.

7 U.S.C. § 499e(c)(1) (emphasis added). These safeguards were established in order to assure payment to the producers of agricultural products. "*Congress intended PACA to protect small farmers and growers who were vulnerable to the practices of financially irresponsible buyers.*" Pacific International Marketing, Inc. v. A&B Produce, Inc., 462 F.3d 279, 282 (3rd Cir. 2006) quoting

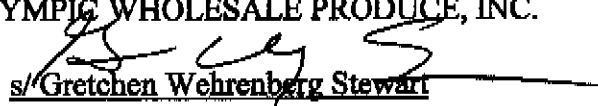
Idahoan Fresh v. Advantage Produce, Inc., 157 F.3d 197, 202 (3rd Cir. 1998) (emphasis added). There can scarcely be a more vital public concern than the economic security of this nation's food supply. This supply and distribution chain consists of the very same growers, producers and distributors which Congress sought to protect by enacting this legislation. To deny Plaintiff the requested relief would be to erode the protection Congress guaranteed to the growers and sellers of Produce in Plaintiff's position by passing the PACA and the regulations promulgated thereunder. Therefore, the requested injunction is clearly in the public interest.

VI. CONCLUSION

For the foregoing reasons, Plaintiff respectfully requests that the Court issue a Temporary Restraining Order and extend the terms and provisions of the proposed TRO in the form of a Preliminary Injunction pursuant to Rule 65 (b) and (d), and set this matter for a full hearing on Plaintiff's motion for a preliminary injunction.

Respectfully submitted,

OLYMPIC WHOLESALE PRODUCE, INC.

By: 
s/ Gretchen Wehrenberg Stewart
 One of Its Attorneys

David A. Adelman, Esq.
 Gretchen Wehrenberg Stewart, Esq.
 ADELMAN LAW OFFICES, P.C.
 Attorneys for Plaintiff
 1901 N. Roselle Road, Suite 800
 Schaumburg, IL 60195
 Tel: 847/301-4341
 adelman@pacaenforcer.com
 stewart@pacaenforcer.com

EXHIBIT 1

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS

OLYMPIC WHOLESALE PRODUCE, INC.
an Illinois corporation,

Plaintiff,

v.

TRI-COUNTY PRODUCE, INC., and
DAVID MARANO, ANGELO MARANO and
PATRICIA MARANO individually,

Defendants.

) Case No. 08 -cv-3813

) Judge Gottschall

) Magistrate Judge Denlow

**AFFIDAVIT OF PLAINTIFF IN SUPPORT OF
MOTION FOR TEMPORARY RESTRAINING ORDER AND PACA TRUST CLAIM**

I, Nick Doumouras, declare and state as follows:

1. I am President of Olympic Wholesale Produce, Inc. ("Plaintiff") and, in such position, I am authorized to make this Affidavit and am competent to testify at trial regarding the statements made in this Affidavit. I file this Affidavit in support of the Plaintiff's Application for a Temporary Restraining Order against Defendants Tri-County Produce, Inc., ("Company"), David Marano ("David"), Angelo Marano ("Angelo") and Patricia Marano ("Patricia"), each in their individual capacities (David, Angelo, and Patricia are collectively referred to as "Principals") (Company and Principals are collectively referred to as "Defendants").

2. Plaintiff seeks the entry of a Temporary Restraining Order against the Defendants to preserve its interest in the statutory trust created under the Perishable Agricultural Commodities Act, 1930, 7 U.S.C. § 499a-499t, as amended, ("PACA"). All of the PACA trust assets are in the custody and control of the Defendants.

ACCOUNT HISTORY:

3. The transactions between Plaintiff and Defendants were governed by the statutory payment terms of net ten (10) days from the date the Defendants accepted each shipment.

4. Plaintiff sold perishable agricultural commodities (hereinafter "Produce") Defendants as described in the chart included in attached Group Exhibit 1-A. In each instance, Defendants received and accepted the Produce and other items and no adjustments have been made on the invoice amount except as listed. This chart uses the following terms, which shall have the described meaning:

- A. **"Invoice Number"** refers to the number under which the commodity was sold to Defendants.
- B. **"Date of Transaction"** refers to the date which begins the payment term between Plaintiff and Defendants.
- C. **"Payment Due Date"** refers to the date payment was due based upon the payment term between Plaintiff and Defendants.
- D. **"Notice Date"** refers to the date Plaintiff served its invoice containing the required trust language upon Defendants in accordance with the PACA Amendments of 1995.
- E. **"Invoice Amount"** refers to the amount originally owed on each invoice regardless of whether the particular invoice amount qualifies for trust protection.
- F. **"Current Balance"** refers to the amount remaining due on each invoice after any payments or credits are applied regardless of whether the particular invoice amount qualifies for trust protection.
- G. **"No. of Days Overdue"** refers to the number of days that have elapsed from the date the payment was due.
- H. **"Trust Amount"** refers to the portion of the Current Balance that is the result of the sale of Produce covered by PACA.
- I. **"Interest on Trust Amount"** refers to the amount of contractual interest which has accrued on the sale of Produce covered by PACA, from the date that payment was due.
- J. **"Total Trust Amount"** refers to the sum of the balance due and accrued interest, if applicable, that is the result of the sale of Produce covered by PACA.

5. Included in Group Exhibit 1-A are true and accurate copies of all unpaid invoices containing the required trust language and all related supporting documentation.

6. Plaintiff gave Defendants credit for any and all payments against the full amount of this claim as stated in the charts attached in Group Exhibit 1-A, and the charts reflect the amount due and owing from Defendants as of the date of this Affidavit.

PRESERVATION OF BENEFICIAL INTEREST IN TRUST:

7. Plaintiff operates its business under a valid PACA license from the United States Department of Agriculture, Agricultural Marketing Service, PACA Branch, Fruit & Vegetable Division.

8. The Produce the Plaintiff sold to Defendants consisted of fresh fruits or vegetables, each of which is the type of Produce commonly shipped in interstate commerce and, accordingly, subject to the provisions of the PACA.

9. Under my supervision Plaintiff issued written notices of its intent to preserve trust benefits to Defendants in accordance with the PACA Amendments of 1995 by including on each of Plaintiff's invoices the trust preservation language required under the statute as amended. All of the invoices supporting Plaintiff's claim in this action, which now serve as the required notice of intent to preserve trust benefits, are attached hereto as part of Group Exhibit 1-A.

10. On each of the dates listed in the chart under "Notice Date" Plaintiff served each of the unpaid invoices contained in Group Exhibit 1-A personally on the Company when the Company's employee or agent picked up each load of Produce from Plaintiff's premises.

11. Defendants have not paid the invoices in accordance with the applicable payment terms and, based upon Defendants' own admissions, they clearly do not have sufficient funds to fully satisfy Plaintiff's PACA trust claim in full, as required under the PACA.

EVIDENCE OF TRUST DISSIPATION

12. Beginning with Defendants' inability to satisfy the Plaintiff's PACA trust claims, Plaintiff began investigating Defendants' financial position.

13. Plaintiff repeatedly demanded payment from Defendants. On or about July 2, 2008, I spoke to Defendant David Marano who informed me that the Company has paid non-produce creditors and is unable to pay for the Produce it purchased. Additionally, Mr. Marano further stated he is closing the company.

14. Clearly, in light of Defendants' failure and inability to pay, as well as by their own admission, it can be concluded that Defendants are in severe financial distress, have failed to maintain sufficient assets in the statutory trust to pay Plaintiff and the PACA trust funds have been used to attempt to satisfy creditors other than the PACA trust beneficiaries. Plaintiff's trust claim will be irreparably injured if Defendants are permitted to continue transferring the PACA trust assets to non-trust creditors who may then claim bona fide purchaser "BFP" status to cutoff Plaintiff's PACA trust rights or if the PACA trust assets are allowed to remain in the possession of creditors with interests subordinate to the PACA trust beneficiaries.

CONCLUSION

15. The balance due for the Produce is \$17,685.91, plus accrued interest of \$207.83 and estimated fees of \$8,000.00, makes a total PACA trust claim of \$25,893.78.

16. Defendants, either voluntarily or involuntarily, have dissipated the PACA trust to the point where Defendants are wholly unable to satisfy the amounts owed to Plaintiff. Since the date payment was due under each invoice of this claim, Defendants have been unable and/or unwilling to comply with any reasonable attempt to settle the outstanding balance of the Plaintiff's PACA trust claims.

Jul 03 08 12:20p

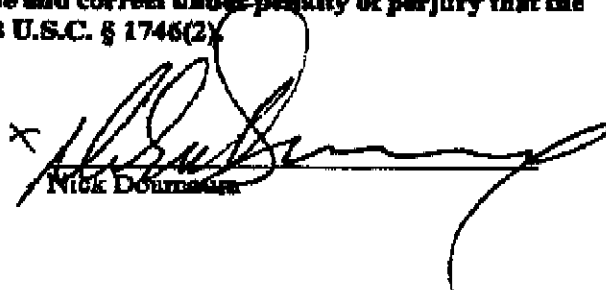
ADELMAN LAW OFFICES, P.C.

(847) 301-4342

p.6

I declare the above statements to be true and correct under penalty of perjury that the foregoing is true and correct as set forth in 28 U.S.C. § 1746(2).

Executed on: July 3, 2008.


Nick Dourmazin

GROUP EXHIBIT 1-A

PACA TRUST CHART

Claimant: Olympic Wholesale Produce Debtor: Tri County Produce
 Date: 07/03/08 Items: Net 10

Invoice Number	Date of Transaction	Payment Due	Notice Date	Invoice Amount	Current Balance	No. of Days Overdue	Trust Amount	Interest* on Trust Amt.	Total Trust Amt.
ONACCT	03/28/08	04/07/08	03/28/08	\$ -	\$ (1.60)	87	\$ (1.60)	\$ -	\$ (1.60)
10926	05/07/08	05/17/08	05/07/08	\$ 1,003.70	\$ 1,003.70	47	\$ 1,003.70	\$ 23.26	\$ 1,026.96
11010	05/07/08	05/17/08	05/07/08	\$ 899.00	\$ 899.00	47	\$ 899.00	\$ 20.84	\$ 919.84
11069	05/08/08	05/18/08	05/08/08	\$ 656.20	\$ 656.20	46	\$ 656.20	\$ 14.89	\$ 671.09
11071	05/08/08	05/18/08	05/08/08	\$ 136.00	\$ 136.00	46	\$ 136.00	\$ 3.06	\$ 138.06
11261	05/12/08	05/22/08	05/12/08	\$ 954.50	\$ 954.50	42	\$ 954.50	\$ 19.77	\$ 974.27
11388	05/13/08	05/23/08	05/13/08	\$ 720.84	\$ 720.84	41	\$ 720.84	\$ 14.57	\$ 735.41
11407	05/14/08	05/24/08	05/14/08	\$ 506.98	\$ 506.98	40	\$ 506.98	\$ 3.10	\$ 510.08
11474	05/15/08	05/25/08	05/15/08	\$ 271.40	\$ 271.40	39	\$ 271.40	\$ 5.22	\$ 276.62
11764	05/20/08	05/30/08	05/20/08	\$ 775.60	\$ 775.60	34	\$ 775.60	\$ 13.00	\$ 788.60
11823	05/21/08	05/31/08	05/21/08	\$ 863.00	\$ 863.00	33	\$ 863.00	\$ 10.79	\$ 873.79
11904	05/22/08	06/01/08	05/22/08	\$ 819.20	\$ 819.20	32	\$ 819.20	\$ 12.93	\$ 832.13
12208	05/28/08	06/07/08	05/28/08	\$ 1,103.16	\$ 1,103.16	28	\$ 1,103.16	\$ 14.14	\$ 1,117.30
12289	05/29/08	06/08/08	05/29/08	\$ 843.32	\$ 843.32	25	\$ 843.32	\$ 10.40	\$ 853.72
12627	06/03/08	06/13/08	06/03/08	\$ 875.60	\$ 875.60	20	\$ 875.60	\$ 8.64	\$ 884.24
12702	06/04/08	06/14/08	06/04/08	\$ 271.80	\$ 271.80	19	\$ 271.80	\$ 2.55	\$ 274.35
12888	06/05/08	06/15/08	06/05/08	\$ 203.68	\$ 203.68	18	\$ 203.68	\$ 1.81	\$ 205.49
12768	06/05/08	06/15/08	06/05/08	\$ 775.68	\$ 775.68	18	\$ 775.68	\$ 6.89	\$ 782.57
12820	06/06/08	06/16/08	06/06/08	\$ 384.00	\$ 384.00	17	\$ 384.00	\$ 3.05	\$ 387.05
13042	06/10/08	06/20/08	06/10/08	\$ 1,257.70	\$ 1,257.70	13	\$ 1,257.70	\$ 8.06	\$ 1,265.76
13139	06/11/08	06/21/08	06/11/08	\$ 524.12	\$ 524.12	12	\$ 524.12	\$ 3.10	\$ 527.22
13125	06/12/08	06/22/08	06/12/08	\$ 7.00	\$ 7.00	11	\$ 7.00	\$ 0.04	\$ 7.04
13198	06/12/08	06/22/08	06/12/08	\$ 545.28	\$ 545.28	11	\$ 545.28	\$ 2.86	\$ 548.24
13518	06/17/08	06/27/08	06/17/08	\$ 902.07	\$ 902.07	6	\$ 902.07	\$ 2.67	\$ 904.74
13590	06/18/08	06/28/08	06/18/08	\$ 336.44	\$ 336.44	5	\$ 336.44	\$ 0.83	\$ 337.27
13676	06/19/08	06/29/08	06/19/08	\$ 73.44	\$ 73.44	4	\$ 73.44	\$ 0.14	\$ 73.58
13702	06/19/08	06/29/08	06/19/08	\$ 592.08	\$ 592.08	4	\$ 592.08	\$ 1.17	\$ 593.25
13951	06/24/08	07/04/08	06/24/08	\$ 862.72	\$ 862.72	0	\$ 862.72	\$ -	\$ 862.72
14033	06/25/08	07/05/08	06/25/08	\$ 452.56	\$ 452.56	0	\$ 452.56	\$ -	\$ 452.56
14102	06/26/08	07/06/08	06/26/08	\$ 641.44	\$ 641.44	0	\$ 641.44	\$ -	\$ 641.44
Collection costs**							\$ 8,000.00		\$ 8,000.00
Total				\$ 18,037.51	\$ 17,685.91		\$ 25,685.91	\$ 207.87	\$ 25,893.78

*18% annual interest calculated through date listed above

**Estimated collection costs, including attorneys' fees.

DAVID.

FAX 847-301-4342

OLYMPIC WHOLESALE PRODUCE INC.

2404 S. WOLCOTT ST.

UNIT 15

CHICAGO, IL 60608

P: 312-421-2889

F: 773-446-5148

Wednesday, July 2, 2008

NOTICE OF INTENT TO PRESERVE TRUST BENEFITS

TO: TRI-COUNTY PRODUCE INC.

408 BROOK ST.

ELGIN, IL 60120-3602

P: 847-742-6707

F: 847-742-9975

ALL CLAIMS MUST BE MADE UPON RECEIPT OF GOODS. A SERVICE CHARGE OF 1.5% PER MONTH WILL BE ADDED ON PAST DUE ACCOUNTS. ADDITIONALLY THE BUYER WILL BE HELD RESPONSIBLE FOR ATTORNEY AND COSTS IN CONNECTION WITH ANY DELINQUENT ACCOUNT. "THE PERISHABLE AGRICULTURAL COMMODITIES LISTED ON ALL THESE INVOICES ARE SOLD SUBJECT TO STATUTORY TRUST AUTHORIZED BY SECTION 5(C) OF THE PERISHABLE AGRICULTURAL COMMODITIES ACT, 1930 (7 U.S.C. 499(C)). THE SELLER OF THESE COMMODITIES RETAINS A TRUST CLAIM OVER THESE COMMODITIES, AND ANY RECEIVABLES OR PROCEEDS FROM THE SALE OF THESE COMMODITIES, AND ANY RECEIVABLES OR PROCEEDS FROM THE SALE OF THESE COMMODITIES UNTIL FULL PAYMENT IS RECEIVED."

PACA REGULATORY OFFICE

F&V PROGRAMS AMS, PACA BRANCH, USDA

819 TAYLOR ST. SUITE 8B02

FORT WORTH, TEXAS 76102-9727

P: 817 978-0777

F: 817 978-0786

**THANK YOU
NICK DOUMOURAS
PRESIDENT/CEO**

OLYMPIC WHOLESALE PRODUCE, INC.2404 SOUTH WOLCOTT, UNIT 15 • CHICAGO, IL 60608
WHOLESALE DEALERS IN FRUITS & VEGETABLESPHONE: (312) 421-2889 FAX: (773) 446-5148
5/6 20 10/08 TERMS: NET 7 DAYS

Customer

SALESMAN

Address

LOT

QTY

DESCRIPTION

UNIT

TOTAL

3511

10

Wminal

359

238

690#

3511

2

fulm

824

5320

wml

140# mpr

3509

45

fulm

1250

56280

3515

10

fulm

15

150

10926

PALETS

IN

OUT

TOTAL

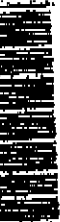
DOE

1003

All claims must be made upon receipt of goods. A service charge of 1.5% per month will be added on past due accounts. Additionally, the buyer will be held responsible for attorney and court costs in connection with any delinquent account.

The purchase of agricultural commodities based on this invoice are sold subject to the statutory trust established by Section 549 of the Perishable Agricultural Commodities Act, 1930 (P.A.C.A.) and enforced by Section 549 of the Perishable Agricultural Commodities Act, 1930 (P.A.C.A.). The seller of these commodities retains a trust claim over these commodities, all proceeds of food or other products derived from these commodities and any receivable or proceeds from the sale of these commodities until full payment is received.

CARTAGE COMPANY



10926

DRIVER

WAREHOUSE MAN

OLYMPIC WHOLESALE PRODUCE, INC.2404 SOUTH WOLCOTT, UNIT 15 • CHICAGO, IL 60608
WHOLESALE DEALERS IN FRUITS & VEGETABLESPHONE: (312) 421-2889 FAX: (773) 446-5148
5/6 20 10/08 TERMS: NET 7 DAYS

Customer

SALESMAN

Address

LOT

QTY

DESCRIPTION

UNIT

TOTAL

3511

10

Wminal

359

238

690#

3511

2

fulm

824

5320

wml

140# mpr

3509

45

fulm

1250

56280

3515

10

fulm

15

150

10926

PALETS

IN

OUT

TOTAL

DOE

1003

All claims must be made upon receipt of goods. A service charge of 1.5% per month will be added on past due accounts. Additionally, the buyer will be held responsible for attorney and court costs in connection with any delinquent account.

The purchase of agricultural commodities based on this invoice are sold subject to the statutory trust established by Section 549 of the Perishable Agricultural Commodities Act, 1930 (P.A.C.A.) and enforced by Section 549 of the Perishable Agricultural Commodities Act, 1930 (P.A.C.A.). The seller of these commodities retains a trust claim over these commodities, all proceeds of food or other products derived from these commodities and any receivable or proceeds from the sale of these commodities until full payment is received.

CARTAGE COMPANY



10926

DRIVER

WAREHOUSE MAN

OLYMPIC WHOLESALE PRODUCE, INC.2404 SOUTH WOLCOTT, UNIT 15 • CHICAGO, IL 60608
WHOLESALE DEALERS IN FRUITS & VEGETABLESPHONE: (312) 421-2889 FAX: (773) 446-5148
577 20 2008 TERMS: NET 7 DAYS

Customer

Tia Lundy

SALESMAN

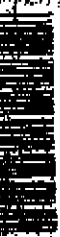
Address

LOT	QTY	DESCRIPTION	UNIT	TOTAL
32	CAN	15		
		Fq		
20	60-000	15		
		Purple		
5	60-000	15		
		wine		
		Triple		
		350 #		
11010				

All claims must be made upon receipt of goods. A service charge of 1.5% per month will be added on past due accounts. Additionally, the buyer will be held responsible for attorney and court costs in connection with any delinquent account.

The produce agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by Section 54 of the Perishable Agricultural Commodities Act, 1930 (7 U.S.C. 1624). The seller of these commodities retains a trust claim over these commodities, all derivatives of food or other products derived from these commodities, and any proceeds or proceeds from the sale of these commodities until full payment is received.

CARTAGE COMPANY



11010

DRIVER	
SHIPHOUSE NAME	87

OLYMPIC WHOLESALE PRODUCE, INC.2404 SOUTH WOLCOTT, UNIT 15 • CHICAGO, IL 60608
WHOLESALE DEALERS IN FRUITS & VEGETABLESPHONE: (312) 421-2889 FAX: (773) 446-5148
577 20 2008 TERMS: NET 7 DAYS

Customer

Tia Lundy

SALESMAN

Address

LOT	QTY	DESCRIPTION	UNIT	TOTAL
32	CAN	15		
		Fq		
20	60-000	15		
		Purple		
5	60-000	15		
		wine		
		Triple		
		350 #		
11010				
				899

All claims must be made upon receipt of goods. A service charge of 1.5% per month will be added on past due accounts. Additionally, the buyer will be held responsible for attorney and court costs in connection with any delinquent account.

The produce agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by Section 54 of the Perishable Agricultural Commodities Act, 1930 (7 U.S.C. 1624). The seller of these commodities retains a trust claim over these commodities, all derivatives of food or other products derived from these commodities, and any proceeds or proceeds from the sale of these commodities until full payment is received.

CARTAGE COMPANY



11010

DRIVER	
SHIPHOUSE NAME	

OLYMPIC WHOLESALE PRODUCE INC.

2400 SOUTH WOLCOTT, UNIT 15 • CHICAGO, IL 60608

WHOLESALE DEALERS IN FRUITS & VEGETABLES

PHONE: (312) 421-2889 FAX: (773) 446-5148

TERMS: NET 7 DAYS

Customer: Tu lossy

Address: 1210 S. Wabash St.

SALESMAN: [Signature]

LOT	QTY	DESCRIPTION	UNIT	TOTAL
12		Delmon 5	339	339
		Ward		
		1404		
381	10	Ward	339	238
		Sour		
		6804		
3812	10	Ward	339	655
		PA		
3810	15	Gum	210	210
		purple		
11069				655

All claims must be made upon receipt of goods. A service charge of 1.5% per month will be added on past due accounts. Additionally, the buyer will be held responsible for shipping and handling charges. The purchaser's attention is directed to the fact that the produce is sold subject to the statutory provisions of the Illinois Agricultural Commodities Act, 1901 (7 U.S.C. 1621-1627). The seller of these commodities retains a lien claim over these commodities, all proceeds from the sale of these commodities until full payment is received.



11069

OLYMPIC WHOLESALE PRODUCE INC.

2400 SOUTH WOLCOTT, UNIT 15 • CHICAGO, IL 60608

WHOLESALE DEALERS IN FRUITS & VEGETABLES

PHONE: (312) 421-2889 FAX: (773) 446-5148

TERMS: NET 7 DAYS

Customer: Tu lossy

Address: 1210 S. Wabash St.

SALESMAN: [Signature]

LOT	QTY	DESCRIPTION	UNIT	TOTAL
12		Delmon 5	339	339
		Ward		
		1404		
381	10	Ward	339	238
		Sour		
		6804		
3812	10	Ward	339	655
		PA		
3810	15	Gum	210	210
		purple		
11069				655

All claims must be made upon receipt of goods. A service charge of 1.5% per month will be added on past due accounts. Additionally, the buyer will be held responsible for shipping and handling charges. The purchaser's attention is directed to the fact that the produce is sold subject to the statutory provisions of the Illinois Agricultural Commodities Act, 1901 (7 U.S.C. 1621-1627). The seller of these commodities retains a lien claim over these commodities, all proceeds from the sale of these commodities until full payment is received.



11069

CARRIER COMPANY

ORDER

WAREHOUSE NAME

OLYMPIC WHOLESALE PRODUCE INC.
CHICAGO, IL 60642
ATTENTION: SALES DEPT. 1 UNIT 15

WHOLESALE DEALERS IN FRUITS & VEGETABLES
2404 SOUTH WOLCOTT, UNIT 15 • CHICAGO, IL 60608
WHILE IN THE MARKET

PHONE: (912) 421-2889

FAX: (773) 446-5148
PHONE: 1-877-DAYCARE

6

TEAMS: NET 7 DAYS

Customer:

Vertrieb:

12/15/2006

DATE	QTY	DESCRIPTION
10/1/77	1	1000
10/2/77	1	1000
10/3/77	1	1000
10/4/77	1	1000
10/5/77	1	1000
10/6/77	1	1000
10/7/77	1	1000
10/8/77	1	1000
10/9/77	1	1000
10/10/77	1	1000
10/11/77	1	1000
10/12/77	1	1000
10/13/77	1	1000
10/14/77	1	1000
10/15/77	1	1000
10/16/77	1	1000
10/17/77	1	1000
10/18/77	1	1000
10/19/77	1	1000
10/20/77	1	1000
10/21/77	1	1000
10/22/77	1	1000
10/23/77	1	1000
10/24/77	1	1000
10/25/77	1	1000
10/26/77	1	1000
10/27/77	1	1000
10/28/77	1	1000
10/29/77	1	1000
10/30/77	1	1000
10/31/77	1	1000
11/1/77	1	1000
11/2/77	1	1000
11/3/77	1	1000
11/4/77	1	1000
11/5/77	1	1000
11/6/77	1	1000
11/7/77	1	1000
11/8/77	1	1000
11/9/77	1	1000
11/10/77	1	1000
11/11/77	1	1000
11/12/77	1	1000
11/13/77	1	1000
11/14/77	1	1000
11/15/77	1	1000
11/16/77	1	1000
11/17/77	1	1000
11/18/77	1	1000
11/19/77	1	1000
11/20/77	1	1000
11/21/77	1	1000
11/22/77	1	1000
11/23/77	1	1000
11/24/77	1	1000
11/25/77	1	1000
11/26/77	1	1000
11/27/77	1	1000
11/28/77	1	1000
11/29/77	1	1000
11/30/77	1	1000
12/1/77	1	1000
12/2/77	1	1000
12/3/77	1	1000
12/4/77	1	1000
12/5/77	1	1000
12/6/77	1	1000
12/7/77	1	1000
12/8/77	1	1000
12/9/77	1	1000
12/10/77	1	1000
12/11/77	1	1000
12/12/77	1	1000
12/13/77	1	1000
12/14/77	1	1000
12/15/77	1	1000
12/16/77	1	1000
12/17/77	1	1000
12/18/77	1	1000
12/19/77	1	1000
12/20/77	1	1000
12/21/77	1	1000
12/22/77	1	1000
12/23/77	1	1000
12/24/77	1	1000
12/25/77	1	1000
12/26/77	1	1000
12/27/77	1	1000
12/28/77	1	1000
12/29/77	1	1000
12/30/77	1	1000
12/31/77	1	1000
1/1/78	1	1000
1/2/78	1	1000
1/3/78	1	1000
1/4/78	1	1000
1/5/78	1	1000
1/6/78	1	1000
1/7/78	1	1000
1/8/78	1	1000
1/9/78	1	1000
1/10/78	1	1000
1/11/78	1	1000
1/12/78	1	1000
1/13/78	1	1000
1/14/78	1	1000
1/15/78	1	1000
1/16/78	1	1000

3563	10	12.6	1
------	----	------	---

122

11071

**PALLETS
IN
PALLETS
OUT**

All clients must be made upon receipt of goods. A service charge of 1.5% per invoice will be added on past due accounts. Additionally, the buyer will be held responsible for attorney and court costs in connection with any delinquent account.

The applicable significant commodities listed on the invoice are sold subject to the statutory order authorized by Section 562 of the Perishable Agricultural Commodities Act, 1930 of U.S.C. 4904c. The sales of these commodities reflect a third party (not these commodities), all delivered.

The sales of these commodities reflect a third party (not these commodities), and any proceeds or benefits of food or other products obtained from these commodities, and any proceeds or benefits from the sale of these commodities until full payment is received.

CONTINUE DOWN

2017年11月

WATER-TO-PORE

11071

CHICAGO, IL 60604

2404 SOUTH WOLCOTT, UNIT 15 • CHICAGO, IL 60608
WHOLESALE DEALERS IN FRUITS & VEGETABLES

PHONE: (212) 421-2889

FAX: (773) 446-5148

6

TERMS: NET 7 DAYS

Customer

Salmon

Activity 10000

[illegible]

3543	10	1420	15
------	----	------	----

122

11071

IN MILLER'S

TOTAL DUE

8

All claims must be made upon receipt of goods. A service charge of 1.5% per month will be added (on past due accounts). Additionally, the buyer will be held responsible for attorney and court costs in connection with any delinquent account.

The purchase agreement contains the standard on this purchase and will be subject to the standard contract issued by the Fertilizer Agricultural Contractors Inc., 18907 E. U.S.C. trust authorized by Sardon 542 of the Fertilizer Agricultural Contractors Inc., 18907 E. U.S.C. 444623. The seller of these commodities retains a third claim over these commodities, all derivatives of food or other products derived from these commodities, and any variations or fluctuations of food or other products derived from these commodities, and any variations or fluctuations of food or other products derived from these commodities will be payable to the seller.

CERTIFICATE OF COMPLETION

DEWEY

INTERPOLISE MPM

11071

OFFICE

OLYMPIC WHOLESALE PRODUCE, INC.
 2404 SOUTH WOLCOTT, UNIT 15 • CHICAGO, IL 60608
 WHOLESALE DEALERS IN FRUITS & VEGETABLES

PHONE: (312) 421-2889 FAX: (773) 446-5148
 5/10 2008 TERMS: NET 7 DAYS

Customer: Tea County SALESMAN: CV

LT	QTY	DESCRIPTION	UNIT	TOTAL
	70	Cauliflower	150	30
	15	broccoli	140	210
	21	broccoli	125	283
	5	broccoli	125	12250
	3	broccoli	125	12250
	1	broccoli	125	280
	3	broccoli	125	280
11261				

All claims must be made upon receipt of goods. A service charge of 1.5% per month will be added on past due accounts. Additionally, the buyer will be held responsible for attorney and court costs in connection with any delinquent account.

The produce is sold subject to the standard terms and conditions of the Produce Agreement, Inc. (1997) U.S.C. 11261. The seller of these commodities warrants a true claim over these commodities, all varieties of food or other products derived from these commodities, and any restrictions or proceeds from the sale of these commodities until full payment is received.

11261

DRIVER	
WAREHOUSE MAN	

OLYMPIC WHOLESALE PRODUCE, INC.
 2404 SOUTH WOLCOTT, UNIT 15 • CHICAGO, IL 60608
 WHOLESALE DEALERS IN FRUITS & VEGETABLES

PHONE: (312) 421-2889 FAX: (773) 446-5148
 5/10 2008 TERMS: NET 7 DAYS

Customer: Tea County SALESMAN: CV

LT	QTY	DESCRIPTION	UNIT	TOTAL
	70	Cauliflower	150	30
	15	broccoli	140	210
	21	broccoli	125	283
	5	broccoli	125	12250
	3	broccoli	125	12250
	1	broccoli	125	280
	3	broccoli	125	280
11261				

All claims must be made upon receipt of goods. A service charge of 1.5% per month will be added on past due accounts. Additionally, the buyer will be held responsible for attorney and court costs in connection with any delinquent account.

The produce is sold subject to the standard terms and conditions of the Produce Agreement, Inc. (1997) U.S.C. 11261. The seller of these commodities warrants a true claim over these commodities, all varieties of food or other products derived from these commodities, and any restrictions or proceeds from the sale of these commodities until full payment is received.

11261

DRIVER	
WAREHOUSE MAN	

OLIVE WHOLESALE MARKET, INC.

2404 SOUTH WILCOX ST. SUITE 110 • CHICAGO, IL 60608

WHOLESALE FRUIT, VEGETABLES & VESSELINGS

PHONE: 312 421-4800 FAX: 312 446-5140

TERMS: NET 7 DAYS

CUSTOMER FBI Cury

ADDRESS 11368

LOT 511 QTY 8 WEIGHT 11.368

PRICE 11.368

DATE 11/11/88

LOT	QTY	WEIGHT	PRICE	DATE
511	8	11.368	11.368	11/11/88

11368

11368

ALL OTHERS MUST BE MADE UPON RECEIPT OF GOODS. ALL OTHERS MUST BE MADE UPON RECEIPT OF GOODS. ALL OTHERS MUST BE MADE UPON RECEIPT OF GOODS.

[illegible]

OLYMPIC WHOLESALE PRODUCE, INC.
 2404 SOUTH WOLCOTT UNIT 15 CHICAGO, IL 60608
 WHOLESALE DEALERS IN FRUITS & VEGETABLES

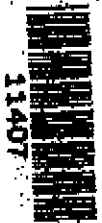
PHONE: (312) 421-2889 FAX: (773) 446-5148
 5/14 20 2008 TERMS: NET 7 DAYS

Customer: *Joe Luby* SALESMAN

Address

LOT	QTY	DESCRIPTION	UNIT	TOTAL
3530	32	CANW (15)		480
		Fg		
3534	1	London (15)		24.95
		bundle		
		71 #		
		7000		
11407				

All claims must be made upon receipt of goods. A service charge of 1.5% per month will be added on past due accounts. Additionally, the buyer will be held responsible for delivery and cost costs in connection with any delinquent account.
 The produce is sold subject to the statutory trust authorized by Section 89 of the Illinois Agricultural Commodities Act, 1909 (7 USC, 4404-44). The seller of these commodities warrants a valid claim over these commodities, all inventories of food or other products derived from these commodities, and any substitutes or proceeds from the sale of these commodities until full payment is received.



11407

COMPANY COMPANY

DRIVER

WAREHOUSE MAN

DELIVERY

OLYMPIC WHOLESALE PRODUCE, INC.
 2404 SOUTH WOLCOTT UNIT 15 CHICAGO, IL 60608
 WHOLESALE DEALERS IN FRUITS & VEGETABLES

PHONE: (312) 421-2889 FAX: (773) 446-5148
 5/14 20 2008 TERMS: NET 7 DAYS

Customer: *Joe Luby* SALESMAN

Address

LOT	QTY	DESCRIPTION	UNIT	TOTAL
3530	32	CANW (15)		480
		Fg		
3534	1	London (15)		24.95
		bundle		
		71 #		
		7000		
11407				
				506

All claims must be made upon receipt of goods. A service charge of 1.5% per month will be added on past due accounts. Additionally, the buyer will be held responsible for delivery and cost costs in connection with any delinquent account.
 The produce is sold subject to the statutory trust authorized by Section 89 of the Illinois Agricultural Commodities Act, 1909 (7 USC, 4404-44). The seller of these commodities warrants a valid claim over these commodities, all inventories of food or other products derived from these commodities, and any substitutes or proceeds from the sale of these commodities until full payment is received.



11407

COMPANY COMPANY

DRIVER

WAREHOUSE MAN

OLYMPIC WHOLESALE PRODUCE, INC.

2404 SOUTH WOLCOTT, UNIT 15 CHICAGO, IL 60608
WHOLESALE DEALERS IN FRUITS & VEGETABLES

PHONE: (312) 421-2889 FAX: (773) 448-5148
202029 TERMS: NET 7 DAYS

Customer: *Joe Ludy*

SALESMAN

Address:

LOT	QTY	DESCRIPTION	UNIT	TOTAL
-----	-----	-------------	------	-------

24	1	Carrots	1/2	336
----	---	---------	-----	-----

300	10	Green	1	130
-----	----	-------	---	-----

purple

354	9	Asparagus	1	234
-----	---	-----------	---	-----

white

385 #2

387	3	Watermelon		75
-----	---	------------	--	----

240 #

11764				775
-------	--	--	--	-----

All claims must be made upon receipt of goods. A sample charge of 1.5% per month will be added to past due accounts. Additionally, the buyer will be held responsible for attorney and court costs in connection with any delinquent account. The produce is sold subject to the standard contract of the Produce Marketing Association, Inc. (PMA) and the United Fresh Fruit & Vegetable Association, Inc. (UFA). The seller of these commodities warrants that they are of the quality and quantity described and are free from any defects or other products derived from these commodities, and any recoverable or proceeds from the sale of these commodities will be paid to the buyer.



11764

CARRIER COMPANY

ORDER

WAREHOUSE NAME

OFFICE

OLYMPIC WHOLESALE PRODUCE, INC.

2404 SOUTH WOLCOTT, UNIT 15 CHICAGO, IL 60608
WHOLESALE DEALERS IN FRUITS & VEGETABLES

PHONE: (312) 421-2889 FAX: (773) 448-5148
202029 TERMS: NET 7 DAYS

Customer: *Joe Ludy*

SALESMAN

Address:

LOT	QTY	DESCRIPTION	UNIT	TOTAL
-----	-----	-------------	------	-------

24	1	Carrots	1/2	336
----	---	---------	-----	-----

300	10	Green	1	130
-----	----	-------	---	-----

purple

354	9	Asparagus	1	234
-----	---	-----------	---	-----

white

385 #2

387	3	Watermelon		75
-----	---	------------	--	----

240 #

11764				775
-------	--	--	--	-----

All claims must be made upon receipt of goods. A sample charge of 1.5% per month will be added to past due accounts. Additionally, the buyer will be held responsible for attorney and court costs in connection with any delinquent account. The produce is sold subject to the standard contract of the Produce Marketing Association, Inc. (PMA) and the United Fresh Fruit & Vegetable Association, Inc. (UFA). The seller of these commodities warrants that they are of the quality and quantity described and are free from any defects or other products derived from these commodities, and any recoverable or proceeds from the sale of these commodities will be paid to the buyer.



11764

CARRIER COMPANY

ORDER

WAREHOUSE NAME

557

OLYMPIC WHOLESALE PRODUCE, INC.

2404 SOUTH WOLCOTT, UNIT 15 CHICAGO, IL 60608
WHOLESALE DEALERS IN FRUITS & VEGETABLES

PHONE: (312) 421-2888 FAX: (773) 446-5148
TERMS: NET 7 DAYS

Customer: Joe Bundy SALESMAN

Address			DESCRIPTION	UNIT	TOTAL
LOT	QTY				
3549	6		Sanctum		56
			uncl		
5902			390 #		195
3550	15		6000 #		
			purple		
3563			CAIR (15)		312
	24		purple		
11823					

All claims must be made upon receipt of goods. A service charge of 1.5% per month will be added on past due accounts. Additionally, the buyer will be held responsible for attorney and court costs in connection with any delinquent account. The purchase of goods is subject to the standard terms and conditions of the Produce Agricultural Commodity Act, 1930 (7 U.S.C. 291). The seller of these commodities warrants a true claim over these commodities, all inventories of food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received.



11823

CARRIER COMPANY
DRIVER
WAREHOUSE MAN
DELIVERY

2404 SOUTH WOLCOTT, UNIT 15 CHICAGO, IL 60608
WHOLESALE DEALERS IN FRUITS & VEGETABLES
PHONE: (312) 421-2888 FAX: (773) 446-5148
TERMS: NET 7 DAYS

Customer: Joe Bundy SALESMAN

Address			DESCRIPTION	UNIT	TOTAL
LOT	QTY				
3549	6		Sanctum		56
			uncl		
5902			390 #		195
3550	15		6000 #		
			purple		
3563			CAIR (15)		312
	24		purple		
11823					
				PALLETS IN	PALLETS OUT
				TOTAL	
				443	

All claims must be made upon receipt of goods. A service charge of 1.5% per month will be added on past due accounts. Additionally, the buyer will be held responsible for attorney and court costs in connection with any delinquent account. The purchase of goods is subject to the standard terms and conditions of the Produce Agricultural Commodity Act, 1930 (7 U.S.C. 291). The seller of these commodities warrants a true claim over these commodities, all inventories of food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received.



11823

CARRIER COMPANY
DRIVER
WAREHOUSE MAN
OFFICE

OLYMPIC WHOLESALE PRODUCE, INC.

2404 SOUTH WOLF COTT, UNIT 15 • CHICAGO, IL 60608
WHOLESALE DEALERS IN FRUITS & VEGETABLES

PHONE: (312) 421-2889 FAX: (773) 446-5148
3rd 20th TERMS: NET 7 DAYS

Customer

Tri County

SALSMAN

Address

LOT QTY DESCRIPTION UNIT PRICE TOTAL

3550 # puecayll 13th 59

(7)

3520 35 bl C 11th 385

myt

303 12 co. (12) 130 156

myt

303 3 wine (3) 369 70²⁰

1958

354 6 buden (6) 469 156

390 # 1904 wine (12) 130 156

PALETS IN OUT

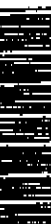
TOTAL

819²⁰

All claims must be made upon receipt of goods. A service charge of 1.5% per month will be added on past due accounts. Additionally, the buyer will be held responsible for attorney and court costs in connection with any delinquent account.

The purchase agreement contains terms and conditions and is subject to the statutory provisions of the Uniform Commercial Code, Article 2, and the Uniform Consumer Credit Code, Article 4. The seller of these commodities warrants a true origin over these commodities, all inventories of food or other products derived from these commodities, and any instructions or proceeds from the sale of these commodities until all payment is received.

CARTON COMPANY



11904

DRIVER

WAREHOUSE MAN

OLYMPIC WHOLESALE PRODUCE, INC.

2404 SOUTH WOLF COTT, UNIT 15 • CHICAGO, IL 60608
WHOLESALE DEALERS IN FRUITS & VEGETABLES

PHONE: (312) 421-2889 FAX: (773) 446-5148
3rd 20th TERMS: NET 7 DAYS

Customer

Tri County

SALSMAN

Address

LOT QTY DESCRIPTION UNIT PRICE TOTAL

3550 # puecayll 13th 59

(7)

3520 35 bl C 11th 385

myt

303 12 co. (12) 130 156

myt

303 3 wine (3) 369 70²⁰

1958

354 6 buden (6) 469 156

390 # 1904 wine (12) 130 156

PALETS IN OUT

TOTAL

819²⁰

All claims must be made upon receipt of goods. A service charge of 1.5% per month will be added on past due accounts. Additionally, the buyer will be held responsible for attorney and court costs in connection with any delinquent account.

The purchase agreement contains terms and conditions and is subject to the statutory provisions of the Uniform Commercial Code, Article 2, and the Uniform Consumer Credit Code, Article 4. The seller of these commodities warrants a true origin over these commodities, all inventories of food or other products derived from these commodities, and any instructions or proceeds from the sale of these commodities until all payment is received.

CARTON COMPANY



11904

DRIVER

WAREHOUSE MAN

Tri

UNITED FRUIT & VEGETABLE TRADING, INC.
 2404 SOUTH WOLCOTT, UNIT 46 CHICAGO, IL 60608
 WHOLESALE DEALERS IN FRUIT & VEGETABLES

PHONE: (312) 421-2889 FAX: (773) 446-5148
 30-60 DAYS NET 7 DAYS

CUSTOMER

See below

DATE

Address

LOT QTY DESCRIPTION

12 Suckers 9

usual 852 #

568 3 Wards 3

201 #

583 32 cans 12/15

86-1

15 boxes (6) 1

122081

PALETS IN PALETS OUT

All claims must be made upon receipt of goods. A service charge of 1.5% per month will be added on past due accounts. Additionally, the buyer will be held responsible for attorney and court costs in connection with any delinquent account.
 The purchase agreement contained herein is the entire agreement between the parties and shall supersede all other agreements, oral or written, made by the parties. The order of these commodities shall be a true and correct copy of the contract, and any amendments or additions of food or other products shall be a true and correct copy of the contract, and any amendments or additions shall be a true and correct copy of the contract.

CARRIER COMPANY



12208

DRIVER

WAREHOUSE MARK

DELIVERY

UNITED FRUIT & VEGETABLE TRADING, INC.
 2404 SOUTH WOLCOTT, UNIT 46 CHICAGO, IL 60608
 WHOLESALE DEALERS IN FRUIT & VEGETABLES

PHONE: (312) 421-2889 FAX: (773) 446-5148
 30-60 DAYS NET 7 DAYS

CUSTOMER

See below

DATE

Address

LOT QTY DESCRIPTION

568 12 Suckers 900 340

usual 852 #

568 3 Wards 369 72

201 #

583 32 cans 12/15 480

86-1

15 boxes (6) 1/15 210

12208

PALETS IN PALETS OUT TOTAL DUE

All claims must be made upon receipt of goods. A service charge of 1.5% per month will be added on past due accounts. Additionally, the buyer will be held responsible for attorney and court costs in connection with any delinquent account.
 The purchase agreement contained herein is the entire agreement between the parties and shall supersede all other agreements, oral or written, made by the parties. The order of these commodities shall be a true and correct copy of the contract, and any amendments or additions of food or other products shall be a true and correct copy of the contract, and any amendments or additions shall be a true and correct copy of the contract.

CARRIER COMPANY



12208

DRIVER

WAREHOUSE MARK

OLYMPIC WHOLESALE PRODUCE INC.

2404 SOUTH WOLCOTT, UNIT 15 • CHICAGO, IL 60608
WHOLESALE DEALERS IN FRUITS & VEGETABLES

PHONE: (312) 421-2888 FAX: (773) 446-5148

6/3 20 2007 TERMS: NET 7 DAYS

Customer The Budy

Address _____

LOT	QTY	DESCRIPTION	UNIT
3587	3	WAGRAM ③	700
		2164	
3587	10	Delmar ⑤	384
		WAGRAM	
		7004	
3606	24	can ⑩	1350
		15	6000 ⑥
		purple	
12627			

All claims must be made upon receipt of goods. A service charge of 1.5% per month will be added on past due accounts. Additionally, the buyer will be held responsible for delivery and cost of any return. The present agreement is subject to the provisions of the Produce Marketing Agreement, as amended, published by the United States Department of Agriculture, and the Produce Marketing Agreement, as amended, published by the United States Department of Agriculture, and any amendments or proceeds from the sale of these commodities until full payment is received.

12627

CARRIER COMPANY _____
DRIVER _____
WAREHOUSE NAME _____

OLYMPIC WHOLESALE PRODUCE

2404 SOUTH WOLCOTT, UNIT 15 • CHICAGO, IL 60608
WHOLESALE DEALERS IN FRUITS & VEGETABLES

PHONE: (312) 421-2888 FAX: (773) 446-5148

6/3 20 2007 TERMS: NET 7 DAYS

Customer The Budy

Address _____

LOT	QTY	DESCRIPTION	UNIT
3587	3	WAGRAM ③	384
		2164	
3587	10	Delmar ⑤	384
		WAGRAM	
		7004	
3606	24	can ⑩	1350
		15	6000 ⑥
		purple	
12627			
		TOTAL	875

All claims must be made upon receipt of goods. A service charge of 1.5% per month will be added on past due accounts. Additionally, the buyer will be held responsible for delivery and cost of any return. The present agreement is subject to the provisions of the Produce Marketing Agreement, as amended, published by the United States Department of Agriculture, and the Produce Marketing Agreement, as amended, published by the United States Department of Agriculture, and any amendments or proceeds from the sale of these commodities until full payment is received.

12627

CARRIER COMPANY _____
DRIVER _____
WAREHOUSE NAME _____

OLYMPIC WHOLESALE PRODUCE, INC.
 2404 SOUTH WOLCOTT, UNIT 15 CHICAGO, IL 60608
 WHOLESALE DEALERS IN FRUITS & VEGETABLES

PHONE: (312) 421-2889 FAX: (773) 446-5148
 TERMS: NET 7 DAYS

Customer Tru Lucky

SALESMAN

Address

LOT QTY DESCRIPTION

3604 5 Jordan 5 384 12780

WHL

335#

3687 1 Wagon 354 24

WHL

3603 5 Wagon 24 120

WHL

12702

PALLETS IN PALLETS OUT

12702

PALLETS IN PALLETS OUT TOTAL DUE

271

At delivery, the buyer must sign receipt of goods. A service charge of 1.5% per month will be added on past due accounts. Additionally, the buyer will be held responsible for attorney and court costs in connection with any delinquent account. The produce is sold subject to the statutory trust established by Section 15 of the Perishable Agricultural Commodities Act, 1930 (P.A.C.A.). The seller of these commodities retains a true claim over these commodities, and any proceeds or proceeds from the sale of these commodities until full payment is received.

12702

CARRIER COMPANY

DRIVER

WAREHOUSE MAN

2404 SOUTH WOLCOTT, UNIT 15 CHICAGO, IL 60608
 WHOLESALE DEALERS IN FRUITS & VEGETABLES

PHONE: (312) 421-2889 FAX: (773) 446-5148
 TERMS: NET 7 DAYS

Customer Tru Lucky

SALESMAN

Address

LOT QTY DESCRIPTION

UNIT TOTAL

3604 5 Jordan 5 384 12780

WHL

335#

3687 1 Wagon 354 24

WHL

3603 5 Wagon 24 120

WHL

12702

PALLETS IN PALLETS OUT TOTAL DUE

271

At delivery, the buyer must sign receipt of goods. A service charge of 1.5% per month will be added on past due accounts. Additionally, the buyer will be held responsible for attorney and court costs in connection with any delinquent account. The produce is sold subject to the statutory trust established by Section 15 of the Perishable Agricultural Commodities Act, 1930 (P.A.C.A.). The seller of these commodities retains a true claim over these commodities, and any proceeds or proceeds from the sale of these commodities until full payment is received.

12702

CARRIER COMPANY

DRIVER

WAREHOUSE MAN

OFFICE

OLYMPIC WHOLESALE PRODUCE, INC.2404 SOUTH WOLCOTT, UNIT 15 • CHICAGO, IL 60608
WHOLESALE DEALERS IN FRUITS & VEGETABLES

PHONE: (312) 421-2888 FAX: (773) 446-5148

TERMS: NET 7 DAYS

Customer

For Lady

SALESMAN

Address

LOT	QTY	DESCRIPTION	UNIT	TOTAL
3587	3	Watermelon		7350
		210 #		
3602	16	Carrots	1350	214
		8120-		
3587	15	CEL	950	14250
		CA		
3594	10	Grown	140	
		purple		
3604	8	beets	208	
		wild		
12769				

All claims must be made upon receipt of goods. A service charge of 1.5% per invoice will be added on past due accounts. Additionally, the buyer will be held responsible for attorney and court costs in connection with any delinquent account.

The produce is sold on consignment basis. The produce is sold subject to the statutory rule established by Section 652 of the Perishable Agricultural Commodities Act, 1930 (P.A.C.A. 652). The seller of these commodities retains a lien claim over these commodities, all proceeds of food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received.

12769

GARIBOLDI COMPANY

OWNER

WAREHOUSE NAME

2016

OLYMPIC WHOLESALE PRODUCE, INC.2404 SOUTH WOLCOTT, UNIT 15 • CHICAGO, IL 60608
WHOLESALE DEALERS IN FRUITS & VEGETABLES

PHONE: (312) 421-2888 FAX: (773) 446-5148

TERMS: NET 7 DAYS

Customer

For Lady

SALESMAN

Address

LOT	QTY	DESCRIPTION	UNIT	TOTAL
3587	3	Watermelon	359	7350
		210 #		
3602	16	Carrots	1350	214
		8120-		
3587	15	CEL	950	14250
		CA		
3594	10	Grown	140	
		purple		
3604	8	beets	208	
		wild		
12769				

All claims must be made upon receipt of goods. A service charge of 1.5% per invoice will be added on past due accounts. Additionally, the buyer will be held responsible for attorney and court costs in connection with any delinquent account.

The produce is sold on consignment basis. The produce is sold subject to the statutory rule established by Section 652 of the Perishable Agricultural Commodities Act, 1930 (P.A.C.A. 652). The seller of these commodities retains a lien claim over these commodities, all proceeds of food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received.

12769

GARIBOLDI COMPANY

OWNER

WAREHOUSE NAME

7562

OLYMPIC WHOLESALE PRODUCE, INC.2404 SOUTH WOLCOTT, UNIT 15 • CHICAGO, IL 60608
WHOLESALE DEALERS IN FRUITS & VEGETABLES

PHONE: (312) 421-2888 FAX: (773) 446-5148

6/6 20/2008 TERMS: NET 7 DAYS

Customer

per unit

SALESMAN

Address

LOT QTY DESCRIPTION

360428 CAR 12

12820

PALLETS IN

PALLETS OUT

All claims must be made upon receipt of goods. A service charge of 1.5% per month will be added on past due accounts. Additionally, the buyer will be held responsible for attorney and court costs in connection with any delinquent account.

The produce and/or commodities listed on this invoice are sold subject to the statutory trust authorized by Section 9(d) of the Perishable Agricultural Commodities Act, 1899 (7 U.S.C. 909(d)). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities, and any receipts or proceeds from the sale of these commodities until full payment is received.

CARTAGE COMPANY



12820

DRAWN

WAREHOUSE MAN

OLYMPIC WHOLESALE PRODUCE, INC.2404 SOUTH WOLCOTT, UNIT 15 • CHICAGO, IL 60608
WHOLESALE DEALERS IN FRUITS & VEGETABLES

PHONE: (312) 421-2888 FAX: (773) 446-5148

6/6 20/2008 TERMS: NET 7 DAYS

Customer

per unit

SALESMAN

Address

LOT QTY DESCRIPTION

360428 CAR 12 13.00

12820

PALLETS IN

PALLETS OUT

TOTAL DUE

364

All claims must be made upon receipt of goods. A service charge of 1.5% per month will be added on past due accounts. Additionally, the buyer will be held responsible for attorney and court costs in connection with any delinquent account.

The produce and/or commodities listed on this invoice are sold subject to the statutory trust authorized by Section 9(d) of the Perishable Agricultural Commodities Act, 1899 (7 U.S.C. 909(d)). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities, and any receipts or proceeds from the sale of these commodities until full payment is received.

CARTAGE COMPANY



12820

DRAWN

WAREHOUSE MAN

OLYMPIC WHOLESALE PRODUCE, INC.
2401 SOUTH WOLCOTT, UNIT 16 • CHICAGO, IL 60604
WHOLESALE DEALERS IN FRUIT & VEGETABLES

PHONE: (312) 421-2889 FAX: (773) 446-6148
910 201st
TERMS: NET 7 DAYS

Customer: For Cash BUSINESS

Address:

LOT	QTY	DESCRIPTION
3604	12	Delmar G
		WIND
		840#
3604	6	WIND DS
		420#
3594	1	many DS
3604	56	car DS
		Km-01

13042

PALETS IN PALETS OUT

ALL claims must be made upon receipt of goods. A service charge of 1.5% per month will be added on past due payments. Additionally, the buyer will be held responsible for attorney and court costs in connection with any delinquent account.

The following registered commodities listed on the invoice are sold subject to the statutory trust established by Section 893 of the Federal Uniform Commercial Code, 1900 U.S.C. article 9. The seller of these commodities warrants a bona fide sale over these commodities, all merchandise of food or other products derived from these commodities, and any substitutes or proceeds from the sale of these commodities until full payment is received.

CARRIER COMPANY

DATE

WAREHOUSE MAN

13042

ADDRESS						SALSMAN
LOT	QTY	DESCRIPTION	UNIT	TOTAL		
3609	12	Buckwheat	83d	31920		
		wheat				
		840#				
3609	6	Wheat	83d	147-		
		420#				
3599	1	Mary	@ 750	750		
3614	56	Wheat	14700	784		
		Kanor				
13042		PALLETS IN	PALLETS OUT	TOTAL DUE	1252	70

Customer: The Luby

PHONE: (312) 421-2889 FAX: (773) 446-5148
 2404 SOUTH WOLCOTT, UNIT 15 • CHICAGO, IL 60608
 WHOLESALE DEALERS IN FRUITS & VEGETABLES
 TERMS: NET 7 DAYS

OLYMPIC WHOLESALE PRODUCE, INC.

All clients must be made upon receipt of goods. A service charge of 1.5% per month will be added on past due accounts. Additionally, the buyer will be held responsible for delivery and return costs in connection with any delinquent account.

This wholesale agreement constitutes a bill of lading and is subject to the liability limit authorized by Section 6(a) of the Federal Agricultural Commodities Act, 1909 (7 U.S.C. 606(a)). The seller of these commodities retains a title claim over these commodities, all inventories of land or other products derived from these commodities, and any proceeds or proceeds from the sale of these commodities until full payment is received.

CARTAGE COMPANY

DRIVER

WAREHOUSE MAN

13042

WHOLESALE DEALERS IN FRUITS & VEGETABLES
2864 SOUTH WOLCOTT, UNIT 15 • CHICAGO, IL 60608
VARIETY TO WHOLESALE • 1-800-877-1111

PHONE: (312) 421-2889 FAX: (773) 446-5148

TERMS: NET 7 DAYS

Customer Tha. Vast Customer

Address _____

	SLOT	SIZE	DESCRIPTION/TON	PART	TOTAL
610	8	Small S	78d	206	
		Small			
		544 #			
3610	9	Medium C	35d	92	4
		2644			
3610	25	Large C	900	285	
		Long			
13139		PALLETS IN	PALLETS OUT	TOTAL DUE	5247/-

The parties will sign a written cornmodity based on the invoice are not subject to the statutory rule authorized Section 562 of the Fair Labor Agricultural Commodity Act, 1939 7 U.S.C. 562(a)(4). The seller of these commodity, market is Buyer (also not these commodity, all Inventions of these or other products derived from these commodity, and any receivables or proceeds from the sale of these commodity until full payment is received.

13138

CHARTER COMPANY
CHARTER
CHARTERHOUSE MAN

Office

ULINITS, INCORPORATED PRODUCTS, INC.
2904 SOUTH WILCOFF, UNIT 18 • CHICAGO, IL 60608

WHOLESALE DEALERS IN FRUITS & VEGETABLES

FAX: (773) 446-5148
 TEL: (773) 446-5148

TERMS: NET 7 DAYS

✓

LOT	QTY	DESCRIPTION
13138	8	Double D
		Double
		544 E
		Wm L D
		2 1/4
		110 25
		KL G
		May

All claims must be made upon receipt of goods. A service charge of 1.5% per month will be added against the account. Additionally, the buyer will be held responsible for attorney and court costs connected with any litigation account.

The specified agricultural commodities listed on the invoice are sold subject to the same terms authorized by Southern Office of the Philippine Agricultural Commodities Act, 8500 (P.A.S.C. 8500). The seller of these commodities retains a right claim over these commodities, all derivatives of food or other products derived from these commodities, and any residuals or proceeds from the sale of these commodities, until full payment is received.

13135

	DRIVER	CARTRIDGE EQUIPMENT
	WIRETAPABLE MAIN	
22		

OLYMPIC WHOLESALE PRODUCE, INC.
 2404 SOUTH WOLCOTT, UNIT 15 • CHICAGO, IL 60608
 WHOLESALERS/DEALERS IN FRUITS & VEGETABLES
 PHONE: (312) 421-2889 FAX: (773) 446-6148

Customer: **TRC COMPANY**
 20
 TERMS: NET 7 DAYS

Address: **TRC COMPANY**
 SALES
 13125

LOT	QTY	DESCRIPTION	UNIT	TOTAL
3594	1	ALLIUM	70	
[REDACTED]				
13125		PALLETS IN	PALLETS OUT	

All claims must be made upon receipt of goods. A service charge of 1.5% per month will be added on past due amounts. Additionally, the buyer will be held responsible for attorney and court costs in connection with any delinquent account. The perishable agricultural commodities listed on the invoice are sold subject to the statutory exemption. The seller of these commodities repudiates a final claim over these commodities, all proceeds from the sale of these commodities will be paid to the buyer.

13125

CONTAINER COMPANY	
DRIVER	
WHOLESALE BUYER	

OLYMPIC WHOLESALE PRODUCE, INC.
 2404 SOUTH WOLCOTT, UNIT 15 • CHICAGO, IL 60608
 WHOLESALERS/DEALERS IN FRUITS & VEGETABLES
 PHONE: (312) 421-2889 FAX: (773) 446-6148

Customer: **TRC COMPANY**
 20
 TERMS: NET 7 DAYS

Address: **TRC COMPANY**
 SALES
 13125

LOT	QTY	DESCRIPTION	UNIT	TOTAL
3594	1	ALLIUM	70	
[REDACTED]				
13125		PALLETS IN	PALLETS OUT	TOTAL DUE
				7-

All claims must be made upon receipt of goods. A service charge of 1.5% per month will be added on past due amounts. Additionally, the buyer will be held responsible for attorney and court costs in connection with any delinquent account. The perishable agricultural commodities listed on the invoice are sold subject to the statutory exemption. The seller of these commodities repudiates a final claim over these commodities, all proceeds from the sale of these commodities will be paid to the buyer.

13125

CONTAINER COMPANY	
DRIVER	
WHOLESALE BUYER	

OLYMPIC WHOLESALE PRODUCE, INC.

2404 SOUTH WOLCOTT UNIT 16 CHICAGO, IL 60608
WHOLESALE DEALERS IN FRUITS & VEGETABLES

PHONE: (312) 421-2889 FAX: (773) 446-5148

6/12 20 20 3 TERMS: NET 7 DAYS

CUSTOMER: Tu Cade SALESMAN:

Address

LOT QTY DESCRIPTION

3612 8 peaches ⑤

wal ⑤

544 #

3628 3 WATMIL ③

261 #

3619 25 CAR ①②

can

3626 35 112 G 10

13518

PALLETS IN PALLETS OUT

All claims must be made upon receipt of goods. A service charge of 1.5% per month will be added on past due accounts. Additionally, the buyer will be held responsible for attorney and court costs in connection with any delinquent account. The purchase agreement (contract) listed on the invoice are sold subject to the standard rules established by Section 502 of the Perishable Agricultural Commodities Act, 1930 (P.A.C.A. 502). The seller of these commodities retains a first claim over these commodities, all inventories of food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received.

CARTAGE COMPANY



13518

DRIVER	
WAREHOUSE MAN	<u>908</u>

THIS INVOICE

OLYMPIC WHOLESALE PRODUCE, INC.

2404 SOUTH WOLCOTT UNIT 16 CHICAGO, IL 60608
WHOLESALE DEALERS IN FRUITS & VEGETABLES

PHONE: (312) 421-2889 FAX: (773) 446-5148

6/12 20 20 3 TERMS: NET 7 DAYS

CUSTOMER: Tu Cade SALESMAN:

Address

LOT QTY DESCRIPTION UNIT TOTAL

3612 8 peaches ⑤ 381 286 72

wal

544 #

3628 3 WATMIL ③ 359 70 35

261 #

3619 25 CAR ①② 1166 295

can

3626 35 112 G 10 350

13516

PALLETS IN PALLETS OUT

TOTAL 907 07

All claims must be made upon receipt of goods. A service charge of 1.5% per month will be added on past due accounts. Additionally, the buyer will be held responsible for attorney and court costs in connection with any delinquent account. The purchase agreement (contract) listed on the invoice are sold subject to the standard rules established by Section 502 of the Perishable Agricultural Commodities Act, 1930 (P.A.C.A. 502). The seller of these commodities retains a first claim over these commodities, all inventories of food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received.

CARTAGE COMPANY



13516

DRIVER	
WAREHOUSE MAN	

OLYMPIC WHOLESALE PRODUCE INC.2404 SOUTH WOLCOTT UNIT 15 CHICAGO, IL 60608
WHOLESALE DEALERS IN FRUITS & VEGETABLES

PHONE: (312) 421-2889 FAX: (773) 448-5148

6/11/08 20 2nd TERMS: NET 7 DAYS

Customer: Mr. Lundy SALESMAN:

Address

LOT QTY DESCRIPTION UNIT TOTAL

3616 60 Yellow 384 155 04

under

4034

3623 9 Wmnd 384 71. 40

2014

3625 10 CAR 12 110

Kerry

13590

PALLETS IN PALLETS OUT

All claims must be made upon receipt of goods. A service charge of 1.5% per month will be added on past due accounts. Additionally, the buyer will be held responsible for attorney and court costs in connection with any delinquent account.

The produce agricultural commodities listed on this invoice are sold subject to the security trust authorized by Section 594 of the Perishable Agricultural Commodities Act, 1930 (7 U.S.C. 494a-4). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities, and any proceeds or proceeds from the sale of these commodities until full payment is received.

CARTAGE COMPANY



13590

DRIVER	
WAREHOUSE MAN	

OLYMPIC WHOLESALE PRODUCE INC.2404 SOUTH WOLCOTT UNIT 15 CHICAGO, IL 60608
WHOLESALE DEALERS IN FRUITS & VEGETABLES

PHONE: (312) 421-2889 FAX: (773) 448-5148

6/11/08 20 2nd TERMS: NET 7 DAYS

Customer: Mr. Lundy SALESMAN:

Address

LOT QTY DESCRIPTION UNIT TOTAL

3616 60 Yellow 384 155 04

under

4034

3623 9 Wmnd 384 71. 40

2014

3625 10 CAR 12 110

Kerry

13590

PALLETS IN PALLETS OUT

TOTAL DUE

336

44

All claims must be made upon receipt of goods. A service charge of 1.5% per month will be added on past due accounts. Additionally, the buyer will be held responsible for attorney and court costs in connection with any delinquent account.

The produce agricultural commodities listed on this invoice are sold subject to the security trust authorized by Section 594 of the Perishable Agricultural Commodities Act, 1930 (7 U.S.C. 494a-4). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities, and any proceeds or proceeds from the sale of these commodities until full payment is received.

CARTAGE COMPANY



13590

DRIVER	
WAREHOUSE MAN	

OLYMPIC WHOLESALE PRODUCE, INC.
 10000 W. 10TH AVE. • CHICAGO, IL 60643
 (312) 437-1000

240 S. GREEN WILCOTT, UNIT 15 • CHICAGO, IL 60606
WHOLESALE DEALERS IN FRUITS & VEGETABLES

PHONE: (312) 421-2889
FAX: (773) 446-5148
1110 N. Dearborn Ave.

20 1/2

Copyright

ADDITIONAL INFORMATION

Lot

DE

DEB-11120

100

36287 *Halimolobos*

2044

13676

IN	OUT
1	1
2	2
3	3
4	4
5	5
6	6
7	7
8	8
9	9
10	10
11	11
12	12
13	13
14	14
15	15
16	16
17	17
18	18
19	19
20	20
21	21
22	22
23	23
24	24
25	25
26	26
27	27
28	28
29	29
30	30
31	31
32	32
33	33
34	34
35	35
36	36
37	37
38	38
39	39
40	40
41	41
42	42
43	43
44	44
45	45
46	46
47	47
48	48
49	49
50	50
51	51
52	52
53	53
54	54
55	55
56	56
57	57
58	58
59	59
60	60
61	61
62	62
63	63
64	64
65	65
66	66
67	67
68	68
69	69
70	70
71	71
72	72
73	73
74	74
75	75
76	76
77	77
78	78
79	79
80	80
81	81
82	82
83	83
84	84
85	85
86	86
87	87
88	88
89	89
90	90
91	91
92	92
93	93
94	94
95	95
96	96
97	97
98	98
99	99
100	100

At certain multiple times, upon receipt of goods, a service charge of 1.5% per month will be added to the invoice. Additionally, the buyer will be held responsible for attorney and broker charges for the contract.

The parties to the present commodities trade on this market are not subject to the regulatory provisions of the Commodity Futures Trading Commission Act, 1936 of U.S.C. must submitted by the present Agricultural Commodities Act, 1936 of U.S.C. specifically. The nature of these commodities relates to trade within our these commodities, at the time of these products derived from these commodities, and any modifications or proceeds from the sale of these commodities until full payment is received."

CELEBRATE COMPLETION

19670

Chin-Hong

WATERVILLE MA

OLYMPIC WHOLESALE PRODUCE, INC.

2404 SOUTH WOLCOTT, UNIT 15 • CHICAGO, IL 60606
WHOLESALE DEALERS IN FET ITS & VEGETARIAN

PHONE: (312) 421-2889
FAX: (773) 446-5148

TERMS: NET 7 DAYS

CONCLUSIONS

100

5

DATE _____

FROM

Left	Right
------	-------

3628 369 Wafordlin

2014

13676

PALETTE	PALETTE
---------	---------

TOTAL DUE	73
-----------	----

4

At delivery, the dealer must provide a receipt of goods. A service charge of 1.5% per month will be added on past due accounts. Additionally, the buyer will be held responsible for attorney and court costs in connection with any delinquent account.

The participating agricultural commodities listed on the credits are sold subject to the statutory rule established by Section 542 of the Perishable Agricultural Commodities Act, 1930 (7 U.S.C. 1624-1626). The seller of these commodities makes a valid claim over these commodities, all inventories of food or other products derived from these commodities, and any substitutes or proceeds from the sale of these commodities until full payment is received."

CAMPBELL CONSTRUCTION

[illegible]

1507

011435

WARRANTY USE ONLY

OLYMPIC WHOLESALE PRODUCE, INC.
2404 SOUTH WOLCOTT, UNIT 15 • CHICAGO, IL 60608
WHOLESALE DEALERS IN FRUITS & VEGETABLES

PHONE: (773) 421-2889 FAX: (773) 446-5148

TERMS: NET 7 DAYS

Customer

For Luby's

SALESMAN

Address

LOT

QTY

DESCRIPTION

UNIT

TOTAL

13702



CARRIER COMPANY

DRIVER

WAREHOUSE MAN

DATE SHIPPED

OLYMPIC WHOLESALE PRODUCE, INC.
2404 SOUTH WOLCOTT, UNIT 15 • CHICAGO, IL 60608
WHOLESALE DEALERS IN FRUITS & VEGETABLES

PHONE: (773) 421-2889 FAX: (773) 446-5148

TERMS: NET 7 DAYS

Customer

For Luby's

SALESMAN

Address

LOT

QTY

DESCRIPTION

UNIT

TOTAL

13702



CARRIER COMPANY

DRIVER

WAREHOUSE MAN

At delivery, receipt has been made upon receipt of goods. A service charge of 1.5% per month will be added on past due accounts. Additionally, purchaser will be held responsible for attorney and court costs in connection with any delinquent account.

The purchaser's attention is directed to the fact that the goods are sold subject to the statutory right of return, Section 542 of the Perishable Agricultural Commodities Act, 1930 (7 U.S.C. 1624b). The order of these commodities involves a final claim over these commodities, all inventories of food or other products delivered from these commodities, and any instructions or proceeds from the sale of these commodities will be paid to the purchaser.

13702

PALLETS IN

PALLETS OUT

TOTAL

NET

OLYMPIC WHOLESALE PRODUCE
 2404 SOUTH WOLCOTT, UNIT 15 • CHICAGO, IL 60608
 WHOLESALE DEALERS IN FRUITS & VEG
 PHONE: (312) 421-2889 FAX: (773) 446-5148
 8/2/08 20 DAYS TERMS: NET 7 DAYS

Customer: Tec Ltd

Address: LOT QTY DESCRIPTION UNIT TOTAL

LOT	QTY	DESCRIPTION	UNIT	TOTAL
3645	10	1/2 gallon	3	230
575	1	1/2 gallon	3	404
3635	6	1/2 gallon	3	144.90
3636	16	1/2 gallon	3	208
3645	20	1/2 gallon	3	280
13951				

All claims must be made upon receipt of goods. A service charge of 1.5% per month will be added on past due accounts. Additionally, the buyer will be held responsible for attorney and court costs in connection with any delinquent account.
 The purchaser's signature and name must be on the invoice and the invoice must be countersigned by Section 562 of the Federal Agricultural Commodities Act, 1930 (7 U.S.C. 490). The seller of these commodities warrants that the goods are as described, and any receivables or proceeds from the sale of these commodities will be paid to the buyer.

13951

CONTAINER COMPANY
 DRIVER
 WAREHOUSE MAN

OLYMPIC WHOLESALE PRODUCE INC.
 2404 SOUTH WOLCOTT, UNIT 15 • CHICAGO, IL 60608
 WHOLESALE DEALERS IN FRUITS & VEGETABLES
 PHONE: (312) 421-2889 FAX: (773) 446-5148
 8/2/08 20 DAYS TERMS: NET 7 DAYS

Customer: Tec Ltd

Address: LOT QTY DESCRIPTION UNIT TOTAL

LOT	QTY	DESCRIPTION	UNIT	TOTAL
3645	10	1/2 gallon	3	230
575	1	1/2 gallon	3	404
3635	6	1/2 gallon	3	144.90
3636	16	1/2 gallon	3	208
3645	20	1/2 gallon	3	280
13951				

All claims must be made upon receipt of goods. A service charge of 1.5% per month will be added on past due accounts. Additionally, the buyer will be held responsible for attorney and court costs in connection with any delinquent account.
 The purchaser's signature and name must be on the invoice and the invoice must be countersigned by Section 562 of the Federal Agricultural Commodities Act, 1930 (7 U.S.C. 490). The seller of these commodities warrants that the goods are as described, and any receivables or proceeds from the sale of these commodities will be paid to the buyer.

13951

CONTAINER COMPANY
 DRIVER
 WAREHOUSE MAN

OLYMPIC WHOLESALE PRODUCE INC.2404 SOUTH WOLCOTT, UNIT 15 • CHICAGO, IL 60608
WHOLESALE DEALERS IN FRUITS & VEGETABLES

PHONE: (773) 421-2889 FAX: (773) 446-5148

TERMS: NET 7 DAYS

Customer

Tm hats

SALESMAN

Address

LOT

QTY

DESCRIPTION

UNIT

TOTAL

3640 8 JALAPENO

1/233 #

1/233 #

1/233 #

1/233 #

1/233 #

1/233 #

1/233 #

1/233 #

1/233 #

1/233 #

1/233 #

1/233 #

1/233 #

1/233 #

1/233 #

1/233 #

1/233 #

14102



CARRIER COMPANY

DRIVER

WAREHOUSE MAN

14102

All claims must be made upon receipt of goods. A service charge of 1.5% per month will be added on past due accounts. Additionally, the buyer will be held responsible for attorney and court costs in connection with any delinquent account.

The produce is sold subject to the standard terms and conditions of the Produce Agricultural Commodities Act, 1930 (7 U.S.C. 492a-492d). The seller of these commodities warrants a true and accurate description of the commodities of food or other products derived from these commodities, and any reseller or processor from the sale of these commodities will full payment is needed.

OLYMPIC WHOLESALE PRODUCE INC.2404 SOUTH WOLCOTT, UNIT 15 • CHICAGO, IL 60608
WHOLESALE DEALERS IN FRUITS & VEGETABLES

PHONE: (773) 421-2889 FAX: (773) 446-5148

TERMS: NET 7 DAYS

Customer

Tm hats

SALESMAN

Address

LOT

QTY

DESCRIPTION

UNIT

TOTAL

3640 8 JALAPENO

1/233 #

1/233 #

1/233 #

1/233 #

1/233 #

1/233 #

1/233 #

1/233 #

1/233 #

1/233 #

1/233 #

1/233 #

1/233 #

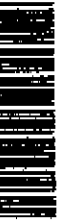
1/233 #

1/233 #

1/233 #

1/233 #

14102



CARRIER COMPANY

DRIVER

WAREHOUSE MAN



14102

All claims must be made upon receipt of goods. A service charge of 1.5% per month will be added on past due accounts. Additionally, the buyer will be held responsible for attorney and court costs in connection with any delinquent account.

The produce is sold subject to the standard terms and conditions of the Produce Agricultural Commodities Act, 1930 (7 U.S.C. 492a-492d). The seller of these commodities warrants a true and accurate description of the commodities of food or other products derived from these commodities, and any reseller or processor from the sale of these commodities will full payment is needed.

EXHIBIT 2

Fruit and Vegetable Programs**Search PACA**

Search Again  *Go Back to the previous page* 

License No.	Date Issued	Anniversary Date	Status
19960997	3/8/1996	3/8/2009	Active
Business Name	City	State	
TRI COUNTY PRODUCE INC	ELGIN	IL	
Reported Principal (Last Name, First Name)			
MARANO, ANGELO			
MARANO, DAVID			
MARANO, PATRICIA			
Trade Names			
None			
Branch Name , Branch City , Branch State None			

Return to: Perishable Agricultural Commodities Act (PACA)

GROUP EXHIBIT 3

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS**

LA GALERA PRODUCE, LLC,
Plaintiff,

v.

EMILIO'S PRODUCE, INC., an
Illinois corporation, and LUIS CARLOS SOTO
and SELINA SOTO in their individual capacities,
Defendants.

Case No. 07 CV 1194

Judge Holderman

Magistrate Judge Cole

TEMPORARY RESTRAINING ORDER

Plaintiff's Application for the issuance of a Temporary Restraining Order under Federal Rules of Civil Procedure 65(b) (the "Application") came before this Court and the undersigned on the date set forth below. The Court considered the Application, the Affidavits and all related moving papers. Plaintiff's Affidavits, and all other pleadings and documents filed by the Plaintiff in this matter, demonstrate that defendants Emilio's Produce, Inc., an Illinois corporation, and Luis Carlos Soto and Selina Soto, each in their individual capacities ("Defendants") purchased perishable agricultural commodities ("Produce") in interstate commerce and, thereafter, failed to pay Plaintiff in violation of the Perishable Agricultural Commodities Act, 1930, 7 U.S.C. §§ 499a-499t, as amended (2002) (the "PACA") and failed to pay Plaintiff other amounts pursuant to their contracts.

On the basis of the pleadings, Affidavits and other submissions the Plaintiff filed in this matter, it appears to this Court that the Plaintiff will suffer immediate and irreparable injury due to the Defendants' dissipation of Plaintiff's beneficial interests in the statutory trust created pursuant to 7 U.S.C. § 499e(c) and that such dissipation will continue in the absence of injunctive relief. The Court is of the opinion that a Temporary Restraining Order should be

issued, without notice thereof due to the threat of further dissipation that such notice might engender.

Based on the foregoing, IT IS HEREBY ORDERED:

1. Defendants Emilio's Produce, Inc., and Luis Carlos Soto and Selina Soto, and their respective agents, officers, employees, assigns, and any of their banking institutions must not pay, withdraw, transfer, assign or sell any and all existing PACA trust assets or otherwise dispose of other corporate or personal assets to any creditors, persons or entities, until further order of this Court or until Defendants pay Plaintiff the sum of \$12,076.90.

2. Pending further order of this Court or until such time as Defendants pay Plaintiff the sum of \$12,076.90, no banking or financial institution or government agency holding funds for Defendants shall pay, transfer or permit assignment or withdrawal of any existing PACA trust assets held on behalf of Defendants. Also, pending further order of this Court or until such time as Defendants pay Plaintiff the sum of \$12,076.90, no banking or financial institution or government agency holding funds for Defendants shall pay, transfer or permit assignment or withdrawal of the corporate or personal assets of Defendants without the express written approval of this Court having first been obtained.

3. If Defendants fail to pay the Plaintiff in full within three (3) business days of the entry of this Order, the Defendants must account to the Court and the Plaintiff's counsel for all accounts receivable, accounts payable, equipment, inventory and all other assets subject to the PACA trust and the regulations promulgated thereunder.

4. Nothing in this order shall prohibit or interfere with a conveyance of Company's real estate and other assets integral to such transaction, pursuant to a sale, but this order shall enjoin

Defendants, their attorneys, agents, financial institutions, title company, and escrow agents from disbursing amounts from the proceeds from such sale, until Defendants pay Plaintiff \$12,076.90 or until further order of court.

5. This Order will be binding upon the parties to this action, their officers, agents, servants, employees, banks, or attorneys and all other persons or entities who receive actual notice of this Order by personal service or otherwise. In this regard, the Defendants shall serve a copy of this Order on all financial institutions, buyers of real estate or other Company assets, title companies, and escrow agents, and any other persons or entities with which any of the Defendants does any business, may do any business with or who may be holding any assets for or on behalf of Defendants.

6. Because Defendants already possess \$12,076.90 of assets, the bond in this matter is hereby set at \$0.00.

7. This Temporary Restraining Order was issued:

on the date of: March 13, 2007,

at the time and hour of: 10:15 a.m

and expires:

on the date of: March 29, 2007,

at the time and hour of: 5:00 p.m.

8. A hearing for the Preliminary Injunction or alternatively, for extension of the Temporary Restraining Order, is hereby set for March 29, 2007 at 9:30 a.m., in Courtroom 2541 of the U.S. Courthouse, 219 S. Dearborn, Chicago, Illinois.

9. Plaintiff, through its Counsel, shall serve a true and correct copy of this Order on Defendants or their respective counsel, if known.

ENTERED:

DATE: March 15, 2007



**U.S. DISTRICT COURT JUDGE
JAMES F. HOLDERMAN**

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS**

LA MERCED PRODUCE, LLC,

Plaintiff,

v.

DELRAY FARMS, LLC, and CONSTANTINE S. MIHAS,
TIM GRABAR, and STEFAN KALUZNY, in their individual
capacities,

Defendants.

)
) Case No. 1:07-cv-0392

)
) Judge Shadur

)
) Magistrate Judge Denlow

TEMPORARY RESTRAINING ORDER

Plaintiff's Application for the issuance of a Temporary Restraining Order under Federal Rules of Civil Procedure 65(b) (the "Application") came before this Court and the undersigned on the date set forth below. The Court considered the Application, the Affidavits and all related moving papers. Plaintiff's Affidavits, and all other pleadings and documents filed by the Plaintiff in this matter, demonstrate that defendants Delray Farms, LLC, and Constantine S. Mihas, Tim Grabar, and Stefan Kaluzny, in their individual capacities ("Defendants") purchased perishable agricultural commodities ("Produce") in interstate commerce and, thereafter, failed to pay Plaintiff in violation of the Perishable Agricultural Commodities Act, 1930, 7 U.S.C. §§ 499a-499t, as amended (2002) (the "PACA") and failed to pay Plaintiff other amounts pursuant to their contracts.

On the basis of the pleadings, Affidavit and other submissions the Plaintiff filed in this matter, it appears to this Court that the Plaintiff will suffer immediate and irreparable injury due to the Defendants' dissipation of Plaintiff's beneficial interests in the statutory trust created pursuant to 7 U.S.C. § 499e(c) and that such dissipation will continue in the absence of injunctive relief. The Court is of the opinion that a Temporary Restraining Order should be issued, without notice thereof

due to the threat of further dissipation that such notice might engender.

Based on the foregoing, IT IS HEREBY ORDERED:

1. Defendants Delray Farms, LLC, and Constantine S. Mihas, Tim Graber, and Stefan Kaluzny, and their respective agents, officers, employees, assigns, and any of their banking institutions must not pay, withdraw, transfer, assign or sell any and all existing PACA trust assets or otherwise dispose of other corporate or personal assets to any creditors, persons or entities, until further order of this Court or until Defendants pay Plaintiff the sum of \$100,396.17.
2. Pending further order of this Court or until such time as Defendants pay Plaintiff the sum of \$100,396.17, no banking or financial institution or government agency holding funds for Defendants shall pay, transfer or permit assignment or withdrawal of any existing PACA trust assets held on behalf of Defendants. Also, pending further order of this Court or until such time as Defendants pay Plaintiff the sum of \$100,396.17, no banking or financial institution or government agency holding funds for Defendants shall pay, transfer or permit assignment or withdrawal of the corporate or personal assets of Defendants without the express written approval of this Court having first been obtained.
3. If Defendants fail to pay the Plaintiff in full within three (3) business days of the entry of this Order, the Defendants must account to the Court and the Plaintiff's counsel for all accounts receivable, accounts payable, equipment, inventory and all other assets subject to the PACA trust and the regulations promulgated thereunder.
4. Nothing in this order shall prohibit or interfere with the conveyance of Company's real estate and other assets integral to such transaction, pursuant to a sale, but this order shall enjoin Defendants, their attorneys, agents, financial institutions, title company, and escrow agents from

disbursing amounts from the proceeds from such sale of real estate that would cause the proceeds to fall below \$100,396.17, until Defendants pay Plaintiff \$100,396.17 or until further order of court.

5. This Order will be binding upon the parties to this action, their officers, agents, servants, employees, banks, or attorneys and all other persons or entities who receive actual notice of this Order by personal service or otherwise. In this regard, the Defendants shall serve a copy of this Order on all financial institutions, real estate buyers, title companies, and escrow agents, and any other persons or entities with which any of the Defendants does any business, may do any business with or who may be holding any assets for or on behalf of Defendants.

5. Because Defendants already possess \$100,396.17 of assets, the bond in this matter is hereby set at \$0.00.

6. This Temporary Restraining Order was issued at 8:30 a.m. on Tuesday, January 23, 2007, and expires at 8:30 a.m. on Tuesday, February 6, 2007.

7. A hearing for the Preliminary Injunction or alternatively, for extension of the Temporary Restraining Order, is hereby set for February 2, 2007 at 9:30 a.m., in Courtroom 2303 of the U.S. Courthouse, 219 S. Dearborn, Chicago, Illinois.

8. Plaintiff, through its Counsel, shall serve a true and correct copy of this Order on Defendants or their respective counsel, if known.

ENTERED:

DATE: January 30, 2007



U.S. DISTRICT COURT JUDGE

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS**

LA GALERA PRODUCE, LLC

Plaintiff,

v.

JOLIET FRUIT RANCH, INC. d/b/a Joliet Fresh Market and El
Ranchito Joliet, and JAMES THEODOROU AND SIMON
THEODOROU, in their individual capacities,
Defendants.

07C 1062

Case No.

Judge **JUDGE NORGLE**

MAGISTRATE JUDGE DENLOW

TEMPORARY RESTRAINING ORDER

Plaintiff's Application for the issuance of a Temporary Restraining Order under Federal Rules of Civil Procedure 65(b) (the "Application") came before this Court and the undersigned on the date set forth below. The Court considered the Application, the Affidavits and all related moving papers. Plaintiff's Affidavits, and all other pleadings and documents filed by the Plaintiff in this matter, demonstrate that defendants Joliet Fruit Ranch, Inc. d/b/a Joliet Fresh Market and El Ranchito Joliet, and James Theodorou and Simon Theodorou, in their individual capacities ("Defendants") purchased perishable agricultural commodities ("Produce") in interstate commerce and, thereafter, failed to pay Plaintiff in violation of the Perishable Agricultural Commodities Act, 1930, 7 U.S.C. §§ 499a-499t, as amended (2002) (the "PACA") and failed to pay Plaintiff other amounts pursuant to their contracts.

On the basis of the pleadings, Affidavits and other submissions the Plaintiff filed in this matter, it appears to this Court that the Plaintiff will suffer immediate and irreparable injury due to the Defendants' dissipation of Plaintiff's beneficial interests in the statutory trust created pursuant to 7 U.S.C. § 499e(c) and that such dissipation will continue in the absence of injunctive relief. The

Court is of the opinion that a Temporary Restraining Order should be issued, without notice thereof due to the threat of further dissipation that such notice might engender.

Based on the foregoing, **IT IS HEREBY ORDERED:**

1. Defendants Joliet Fruit Ranch, Inc. d/b/a Joliet Fresh Market and El Ranchito Joliet, and James Theodoru and Simon Theodoru, and their respective agents, officers, employees, assigns, and any of their banking institutions must not pay, withdraw, transfer, assign or sell any and all existing PACA trust assets or otherwise dispose of other corporate or personal assets to any creditors, persons or entities, until further order of this Court or until Defendants pay Plaintiff the sum of \$26,859.35.
2. Pending further order of this Court or until such time as Defendants pay Plaintiff the sum of \$26,859.35, no banking or financial institution or government agency holding funds for Defendants shall pay, transfer or permit assignment or withdrawal of any existing PACA trust assets held on behalf of Defendants. Also, pending further order of this Court or until such time as Defendants pay Plaintiff the sum of \$26,859.35, no banking or financial institution or government agency holding funds for Defendants shall pay, transfer or permit assignment or withdrawal of the corporate or personal assets of Defendants without the express written approval of this Court having first been obtained.
3. If Defendants fail to pay the Plaintiff in full within three (3) business days of the entry of this Order, the Defendants must account to the Court and the Plaintiff's counsel for all accounts receivable, accounts payable, equipment, inventory and all other assets subject to the PACA trust and the regulations promulgated thereunder.
4. Nothing in this order shall prohibit or interfere with the conveyance of Company's real estate and other assets integral to such transaction, pursuant to a sale, but this order shall enjoin

Defendants, their attorneys, agents, financial institutions, title company, and escrow agents from disbursing amounts from the proceeds from such sale of real estate that would cause the proceeds to fall below \$26,859.35, until Defendants pay Plaintiff \$26,859.35 or until further order of court.

5. This Order will be binding upon the parties to this action, their officers, agents, servants, employees, banks, or attorneys and all other persons or entities who receive actual notice of this Order by personal service or otherwise. In this regard, the Defendants shall serve a copy of this Order on all financial institutions, real estate buyers, title companies, and escrow agents, and any other persons or entities with which any of the Defendants does any business, may do any business with or who may be holding any assets for or on behalf of Defendants.

5. Because Defendants already possess \$26,859.35 of assets, the bond in this matter is hereby set at \$0.00.

6. This Temporary Restraining Order was issued at 1:30 P.M. on _____, February 23, 2007, and expires at 4:30 P.M. on MARCH 9TH, 2007.

7. A hearing for the Preliminary Injunction or alternatively, for extension of the Temporary Restraining Order, is hereby set for February NA, 2007 at N/A, in Courtroom _____ of the U.S. Courthouse, 219 S. Dearborn, Chicago, Illinois.

8. Plaintiff, through its Counsel, shall serve a true and correct copy of this Order on Defendants or their respective counsel, if known.

ENTERED:

DATE: February 23, 2007

Charles R. Porgie
U.S. DISTRICT COURT JUDGE

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS

CITY WIDE PRODUCE DISTRIBUTORS, INC.)	
an Illinois corporation,)	
)	
)	Case No. 07-C-3364
Plaintiff,)	
v.)	Judge Kennelly
)	
SUNSHINE VALLEY, INC., an Illinois corporation,)	Magistrate Judge Valdez
and SEBASTIAN MADEJ and DAREK ROSINSKI)	
a/k/a DARIUSZ ROSINSKI, in their individual)	
capacities,)	
Defendants.)	

TEMPORARY RESTRAINING ORDER

Plaintiff's Application for the issuance of a Temporary Restraining Order under Federal Rules of Civil Procedure 65(b) (the "Application") came before this Court and the undersigned on the date set forth below. The Court considered the Application, the Affidavits and all related moving papers. Plaintiff's Affidavits, and all other pleadings and documents filed by the Plaintiff in this matter, demonstrate that defendants Sunshine Valley, Inc., (the "Company"), and Sebastian Madej ("Madej") and Darek Rosinski a/k/a Dariusz Rosinski ("Rosinski") in their individual capacities (Company, Madej and Rosinski are collectively referred to as "Defendants") purchased perishable agricultural commodities ("Produce") in interstate commerce and, thereafter, failed to pay Plaintiff in violation of the Perishable Agricultural Commodities Act, 1930, 7 U.S.C. §§ 499a-499t ("PACA") and failed to pay Plaintiff other amounts pursuant to their contracts.

On the basis of the pleadings, Affidavit and other submissions the Plaintiff filed in this matter, it appears to this Court that the Plaintiff will suffer immediate and irreparable injury due to the Defendants' dissipation of Plaintiff's beneficial interests in the statutory trust created

pursuant to 7 U.S.C. § 499e(c) and that such dissipation will continue in the absence of injunctive relief. The Court is of the opinion that a Temporary Restraining Order should be issued, without notice thereof due to the threat of further dissipation that such notice might engender.

Based on the foregoing, **IT IS HEREBY ORDERED:**

1. Defendants Sunshine Valley, Inc., Sabastian Madej, and Darek Rosinski a/k/a Darius Rosinski and their respective agents, officers, employees, assigns, and any of their banking institutions must not pay, withdraw, transfer, assign or sell any and all existing PACA trust assets or otherwise dispose of other corporate or personal assets to any creditors, persons or entities, until further order of this Court or until Defendants pay Plaintiff the sum of \$12,052.48.

2. Pending further order of this Court or until such time as Defendants pay Plaintiff the sum of \$12,052.48, no banking or financial institution or government agency holding funds for Defendants shall pay, transfer or permit assignment or withdrawal of any existing PACA trust assets held on behalf of Defendants. Also, pending further order of this Court or until such time as Defendants pay Plaintiff the sum of \$12,052.48, no banking or financial institution or government agency holding funds for Defendants shall pay, transfer or permit assignment or withdrawal of the corporate or personal assets of Defendants without the express written approval of this Court having first been obtained.

3. Nothing in this order shall prohibit or interfere with the conveyance of Company's real estate and other assets integral to such transaction, pursuant to a sale, but this order shall enjoin Defendants, their attorneys, agents, financial institutions, title company, and escrow agents from disbursing amounts from the proceeds from such sale of real estate that would cause

the proceeds to fall below \$12,052.48, until Defendants pay Plaintiff \$12,052.48 or until further order of court.

4. This Order will be binding upon the parties to this action, their officers, agents, servants, employees, banks, or attorneys and all other persons or entities who receive actual notice of this Order by personal service or otherwise. In this regard, the Defendants shall serve a copy of this Order on all financial institutions, real estate buyers, title companies, and escrow agents, and any other persons or entities with which any of the Defendants does any business, may do any business with or who may be holding any assets for or on behalf of Defendants.

5. Because Defendants already possess \$12,052.48 of assets, the bond in this matter is hereby set at \$0.00.

6. This Temporary Restraining Order was

- a. issued at 1:20 p.m. on Friday, June 15, 2007, and
- b. expires at 1:20 p.m. on Friday, June 22, 2007.

7. A hearing for the Preliminary Injunction or alternatively, for extension of the Temporary Restraining Order, is hereby set for Thursday, June 21, 2007 at 9:30 a.m., in Courtroom 2103 of the U.S. Courthouse, 219 S. Dearborn. Chicago, Illinois.

8. Plaintiff, through its Counsel, shall serve a true and correct copy of this Order on Defendants or their respective counsel, if known.

ENTERED:

DATE: June 15, 2007


U.S. DISTRICT COURT JUDGE